1. Contracts

    Documents:

    A-25-16 WEB.PDF
    E-153-16 WEB.PDF
    E-154-16 WEB.PDF
    E-156-16 WEB.PDF
    E-157-16 ADDITIONAL BACKUP WEB.PDF
    E-157-16 WEB.PDF
    E-159-16 WEB.PDF
    U-6-16 ADDITIONAL BACKUP WEB.PDF
    U-6-16 WEB.PDF
    U-11-16 ADDITIONAL BACKUP WEB.PDF
    U-11-16 WEB.PDF
    U-43-16 WEB.PDF
    U-44-16 WEB.PDF
    U-45-16 WEB.PDF
    U-46-16 WEB.PDF
    U-49-16 WEB.PDF
    U-50-16 WEB.PDF
    U-51-16 WEB.PDF
    U-52-16 ADDITIONAL BACKUP WEB.PDF
    U-52-16 WEB.PDF
    U-53-16 WEB.PDF
    U-54-16 WEB.PDF
    U-55-16 WEB.PDF
    U-56-16 WEB.PDF
    U-57-16 WEB.PDF
    U-58-16 WEB.PDF
    U-59-16 WEB.PDF
    U-48-16 WEB.PDF

Nassau County

Office of Purchasing

Staff Summary A-25-2016

Subject : Emergency Alert System (S/B # 91574-05246-052)	Date: May 25, 2016
Department: Office of Purchasing	Vendor Name: Global Security Systems LLC
Department Head Name: Eric Naughton	Contract Number A-25-2016
Department Head Signature	Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	6/17/16	Counsel to C.E.
	Budget	6/17/16	County Atty.
6/16/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Blanket Purchase Order for an emergency alert system for the Nassau County Office of Emergency Management (OEM).

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where twenty (20) vendors were notified electronically of the bid; five (5) were woman owned and five (5) were minority owned companies. Minority Affairs was given a copy of the bid. One (1) bid was received, perhaps due to the specific scope of services required. OEM indicated that the distinctive specification for emergency communication utilizing an FM radio signal is the most likely reason for a lack of response to the bid. This method of communication is not traditional and permits emergency personnel to communicate without the need for PSE&G power and/or the mobile cellular network being operable. Those conditions existed during Super Storm Sandy and inhibited emergency response. This technology has evolved over the last four years and Nassau County will join with other municipalities to better serve the public under these extreme conditions.

Impact on Funding: This contract's annual estimated amount will exceed One Hundred Thousand Dollars ($100,000) and is 100% grant funded from the Homeland Security Grant.

Recommendation: Office of Purchasing recommends an award be given to Global Security Systems LLC as the lowest responsible bidder meeting specifications.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 20 P 12:47

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-25-2016**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 25, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS ($100,000..00) ON BEHALF OF NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT TO GLOBAL SECURITY SYSTEMS LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR AN EMERGENCY ALERT SYSTEM FOR NASSAU COUNTY OFFICE OF EMERGENCY MANAGMENT.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON
for DEPUTY COUNY EXECUTIVE-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1102 Lafayette, LA 70501

Telephone No: 601-709-4240 Fax No: 601-709-4240

1. State Whether: A Corporation _____

Individual _____

Partnership _____

X Limited Liability Company

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: Global Security Systems, LLC

ADDRESS: 1000 Jefferson St, Ste 1102, Lafayette, LA 70501

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____
   X Limited liability Company
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT N/A - LLC

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? emergency notification, technology, and communication

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Robert Adams	CEO	30+	Business Day to Day	full-CEO
Matthew Straeb	EVP	25+	Sales & Daily Operation	full-EVP

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have over 10 years experience implementing RBDS emergency alert systems across local agencies & states. We have researched potential FM radio stations for this project and familiarized ourselves with the EOC procedures & needs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER) _____ EVP (TITLE)

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT AND GLOBAL SECURITY SYSTEMS LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #91574-05246-052 for an emergency alert system for Nassau County Office of Emergency Management as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, GLOBAL SECURITY SYSTEMS LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with GLOBAL SECURITY SYSTEMS LLC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: MAY 24, 2016 AT 11 A.M.
BID NO: 91574-05246-052
REQ. NO: N/A
TITLE: EMERGENCY ALERT SYSTEM

ITEM #	ARTICLE	QTY	UNIT	GLOBAL SECURITY SYSTEMS, LLC 1	2	3	4	5	6	7	8	9	10	11	12	13	DETAILS OF AWARD AWARD TO NO.	AMOUNT
1	PER BROADCAST STATION		$															
	ONE-THIRD COUNTY POPULATION		$	550,000.00														
2	PER YEAR		$	50,000.00														
3	RECEIVER PRICING PER UNIT		$	45.00														
	RECEIVER TIERED PRICING		$	40.00														
	RECEIVER TIERED PRICING		$	35.00														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
	RECEIVER TIERED PRICING		$	NB														
PREPARED BY			TERMS	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET		

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date 5/24/16 Claudia Colasurdo Jackson Coordinator

PUBLIC BID OFFICER

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
91574-05246-052

Dated: Ad. 5/12/2016

BID OPENING DATE
May 24, 2016
11:00 A.M. E.D.S.T.

OPENED
MAY 24 2016
OFFICE OF PURCHASING

BUYER
Timothy Funaro

TELEPHONE (516) 571-7720
tfunaro@nassaucountyny.gov

REQUISITION NUMBER
N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Emergency Alert System

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Nassau County
Office of Emergency Management
510 Grumman Road West
Bethpage, N.Y. 11714

GUARANTEED DELIVERY DATE
90 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
80-0083531

TOLL FREE TELEPHONE NUMBER: 866 869 5180

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: GLOBAL SECURITY SYSTEMS, LLC
ADDRESS: 600 JEFFERSON STE 1102
CITY: LAFAYETTE STATE: LA ZIP CODE: 70501 TELEPHONE: 6017094240

SIGNATURE OF AUTHORIZED INDIVIDUAL

ROBERT MATTHEW STREET EVP
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects; irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

EVP

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1702 Lafayette, LA 70501

Telephone No: 601-709-4240 Fax No: 601-709-4240

1. State Whether: A Corporation _____

Individual _____

Partnership _____

X Limited Liability Company

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Global Security Systems, LLC

ADDRESS: 1000 Jefferson St, Ste 1102, Lafayette, LA 70501

1. STATE WHETHER: CORPORATION _____ INDIVIDUAL _____ PARTNERSHIP _____
   X Limited liability Company
2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT N/A - LLC

   VICE PRESIDENT

   SECRETARY

   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? NO
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 13

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? emergency notification, technology, and communication

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Robert Adams	CEO	30+	Business Day to Day	full-CEO
Matthew Straeb	EVP	25+	Sales & Daily Operation	full-EVP

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We have over 10years experience implementing RBDS emergency alert systems across local agencies & states. We have Researched potential FM Radio stations for this project and familarized ourselves with the EOC procedures & needs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ EVP **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

R. Matthew Staeb, Executive Vice President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Louisiana Governor's Office of Homeland Security & Emergency Preparedness
ADDRESS: 7667 Independence Blvd
Baton Rouge, LA 70806
TELEPHONE: 225-925-7333 CONTACT PERSON Chris Guilbeaux
CONTRACT DATE: February 1, 2012 - January 31, 2022

2. REFERENCE'S NAME: Alabama Emergency Management Agency
ADDRESS: P.O. Drawer 2160
Clanton, AL 35046
TELEPHONE: 205-280-2222 CONTACT PERSON Jeb Hargrove
CONTRACT DATE: April 17, 2010 - April 16, 2020 February 17, 2016 -
January 1, 2011 - December 31, 2021 February 16, 2026

3. REFERENCE'S NAME: Mississippi Emergency Management Agency
ADDRESS: P.O. Box 5644
Pearl, MS 39288
TELEPHONE: 601-933-6362 CONTACT PERSON Greg Flynn
CONTRACT DATE: February 10, 2009 - February 9, 2029

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ EVP TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

X _____
R. Matthew Straeb
EVP - GSS

X 5/20/16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate , or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Emergency Alert System** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

Instructions for pages 13 -30

1) Business history and principal questionnaire Forms

2) Consultant's Contractor's and Vendor's Disclosure Form

3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Regarding the Business History Form (page 22), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee rom being involved in any way with bidding, billing, payment or any other function with the county

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Global Security Systems LLC

Dated: 6/17/16

Signed:

Print Name: R. Matthew Straeb

Title: EVP

Rev. 3-2016

COUNTY OF NASSAU

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

1. Name of the Entity: GLOBAL SECURITY SYSTEMS, LLC

Address: 600 JEFFERSON ST. STE 1102

City, State and Zip Code: LAFAYETTE, LA 70501

2. Entity's Vendor Identification Number: 80-0083531

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHMENT 1 AND 3

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

SEE ATTACHMENT 1

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

SEE ATTACHMENT 2

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County,
its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 6/17/16

Signed:

Print Name: MATTHEW STRAUB

Title: EVP

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Global Security Systems, LLC
Member Information

ATTACHMENT 1

1 Adams Family Company, L.L.C.

[redacted]

Owned by:

Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:

MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

See 4 Below

Owned by:

Elle Investments, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:

Michel & Tiffany Moreno

[redacted]

Owned by:

Rucks Family Limited Partnership

[redacted]

Owned by:

See 5 Below

4 TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:

Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

RKM EVP

5 Rucks Family Limited Partnership

Owned by:

William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

Global Security Systems Technology, LLC
(Affiliated with Global Security Systems, LLC through common ownership)
Member Information

ATTACHMENT 2

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

EVP

ATTACHMENT 3

Company: Global Security Systems, LLC
Address: 600 Jefferson St, Ste 1102, Lafayette, LA 70501
Phone Number: 601-709-4240

1. Date of formation: August 1, 2003
2. Persons with Financial interest in GSS- See attachment 1
3. Officers
   A) Robert L Adams- CEO
   B) R. Matthew Straeb- EVP
   [redacted]
4. State of Incorporation: Mississippi
5. Number of Employees: 5 with sub-contractors up to 20
6. Annual Revenue of Firm: [redacted]
7. Relevant Accomplishments: see attachment 2 with proposal document

EVP

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

No lobbyist - none

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

No lobbyist - none

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

No lobbyist - none

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

No lobbyist - None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

No lobbyist - None

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

Dated: 5/20/16

Signed: [signature]
Print Name: R. Matthew Stracks
Title: EVP

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

EVP TITLE

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission;
any determination regarding the calendaring or scope of any legislature oversight hearing;
the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/20/16

1) Proposer's Legal Name: GLOBAL SECURITY SYSTEMS LLC

2) Address of Place of Business: 600 JEFFERSON STE. 1102 LAFAYETTE, LA 70501

List all other business addresses used within last five years:
308 E. PEARL ST. STE. 202 JACKSON MS. 39201

3) Mailing Address (if different): _____

Phone: 6017094240

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NOT APPLICABLE

5) Federal I.D. Number: 80-0083531

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation X Other
(Describe) LIMITED LIABILITY COMPANY

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: FINANCIAL ADMINISTRATION AND ACCT. SERVICES ARE PROVIDED BY AN ENTITY AFFILIATED WITH A MEMBER OF GLOBAL SECURITY SYSTEMS LLC.

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. GLOBAL SECURITY SYSTEMS TECHNOLOGY, LLC IS AFFILIATED BY COMMON OWNERSHIP. SEE ATTACHED SCHEDULE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER TITLE

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X ; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO conflict exists but would continue to be frugal in our helping financial endeavors to avoid potential Nassau County conflicts

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: (SEE ATTACHMENT 3)

i) Date of formation;

Global Security Systems, LLC
Member Information

ATTACHMENT 1

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

RKM EVP

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

Global Security Systems Technology, LLC
(Affiliated with Global Security Systems, LLC through common ownership)
Member Information

1 Adams Family Company, L.L.C.

[redacted]

Owned by:
Robert L Adams
Karen Y Adams
Robert Adams, Jr
Jonathan Adams
Alexis Adams
Joshua Adams

[redacted]

2 MOR KM Holdings, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
MBM 2008 Family Trust No. 1
TCM 2008 Family Trust No. 1
Beneficiary of both trusts is Gabrielle Moreno, a minor

[redacted]

3 Moody Moreno & Rucks, L.L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
See 4 Below

Owned by:
Elle Investments, L.L.C. — 4023 Ambassador Caffery Pkwy., Suite 200, Lafayette, Louisiana 70503

Owned by:
Michel & Tiffany Moreno

[redacted]

Owned by:
Rucks Family Limited Partnership

[redacted]

Owned by:
See 5 Below

4 TMC Investments, L.C. — 600 Jefferson Street, Suite 1500, Lafayette, Louisiana 70501

Owned by:
Kevin Moody (managing member and sole voting member)
RKM Trust 1, f/b/o Catherine Jeanne Moody
RKM Trust 2, f/b/o Caroline Olivia Moody
RKM Trust 3, f/b/o Richard Kevin Moody, II
RKM Trust 4, f/b/o Benjamin Armstrong Moody

[redacted]

5 Rucks Family Limited Partnership

Owned by:
William W. Rucks IV
Catherine M. Rucks
Catherine Rucks Children Trust
William Rucks Children Trust

[redacted]

EVP

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 13 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Louisiana Governor's Office of Homeland Security & Emergency Preparedness

Contact Person Chris Guilbeaux

Address 7667 Independence Blvd

City/State Baton Rouge, LA 70806

Telephone 225-925-7333

Fax # 225-925-7501

E-Mail Address Christopher.guilbeaux@la.gov

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. Matthew Staeb, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of May 2016

Notary Public

RYAN MAGEE
Notary Public - State of Florida
My Comm. Expires Jul 22, 2018
Commission # FF 144122

Name of submitting business: Global Security Systems, LLC

By: ROBERT MATTHEW STAEB
Print name

Signature

EVP
Title

5 / 20 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

Company Alabama Emergency Management Agency

Contact Person Jeb Hargrove

Address P.O. Drawer 2160

City/State Clanton, AL 35046

Telephone 205-280-2222

Fax #

E-Mail Address jeb.hargrove@ema.alabama.gov

Company Mississippi Emergency Management Agency

Contact Person Greg Flynn

Address P.O. Box 5644

City/State Pearl, MS 39288

Telephone 601-933-6362

Fax #

E-Mail Address gflynn@mema.ms.gov

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
91574-05245-052

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name William W. Rucks, IV
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address P.O. Box 51967
   City/state/zip Lafayette, LA 70505
   Telephone (337) 232-9460
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Member since 2005

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. The Company has outstanding loans from Mr. Rucks

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, William W. Rucks, IV, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of May 2016

John B. Wartelle
John B. Wartelle
Notary Public
LA Attorney Bar Roll No. 21134

Global Security Systems LLC
Name of submitting business

William W Rucks IV
Print name

IV
Signature

Member
Title

05 / 20 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

Question #5:

Lake Austin Spa Resort – President/ Partner

Kilgore Marine, LLC – Partner

PetroQuest Energy, LLC – Lead Director

EVP

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase in not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 90 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********
IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** EVP **TITLE**

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

**********VENDOR CLAIM CERTIFICATION**********

If a claim voucher is not being submitted, the following certification MUST appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name **Date**

By Signature **Title**

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD: 90 Days for Receivers; 1 year for ALERT FM Service

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

not Available

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

REDUCTION IN PRICES: If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 90 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.

360 days.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER**

EVP **TITLE**

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.
Bidder shall list below the Insurance Company(s) holding the following documents:
A) Certificate of Insurance name the County of Nassau as co-insured:
SEE NEXT PAGE
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Include the certificate of insurance with your bid Nassau County Must be named as an additional insured

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars ($1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nancy Bishop
Landry Harris & Co., LLC P.O. Box 2456 600 Jefferson St., Suite 200 Lafayette LA 70502-2456	PHONE (A/C, No, Ext): (337)266-2150 FAX (A/C, No): (337)266-2151 E-MAIL ADDRESS: nancy.bishop@lh-co.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Global Security Systems, LLC & GSS Technology, LLC & 600 Jefferson Street Suite 1102 Lafayette LA 70501	INSURER A: Burlington Insurance Company	
	INSURER B: Hallmark Specialty Insurance	[redacted]
	INSURER C: National Union Fire Insurance	
	INSURER D: Bridgefield Casualty Ins Co	[redacted]
	INSURER E: Texas Mutual Ins Co	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master as of 4-28-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	4/28/2016	4/28/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[redacted]	11/22/2015	11/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/Non Owned	$ $ $ $ $ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	4/28/2016	4/28/2017	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	4/25/2016	4/25/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Workers Comp (Texas)			[redacted]	7/8/2015	7/8/2016	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Nassau is afforded additional insured status on the General Liability policy as required by written contract, but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

County of Nassau
One West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F Harris, III/NCB

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

PARTS:

Charges for parts used to complete work under this contract are required to be itemized on invoices and may be summarized on claims. The part thus billed should be identified by manufacturer and manufacturer's part number. Such charges for parts will be as enumerated in the PRICING SCHEDULE section above, and all instructions must be complied with in order to receive payment.

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY

Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.

The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanied by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.

Bidders (Contractors) are hereby advised that to insure and facilitate payment, the following information must accompany the contractor's claim:

Time sheet signed by authorized County personnel. Time sheets shall show travel time, if any, time of arrival, time of departure and hours worked.

Details of parts used

If parts used are regularly carried in stock and manufacturer's price lists are used to price repair invoices, the contractor should furnish a copy of the price list to the Office of Purchasing. If parts are purchased to complete the repair, photocopies of the invoices must be furnished with the claim. Compliance with the above is necessary in order to expedite payment.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER **TITLE**

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA".

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED 1, 2, 4, 3 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ EVP 5/20/16

Signature **Title** **Date**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

EVALUATION:
The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** _____ **TITLE**

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 20th day of May, 20 16 as the act and deed of said Corporation or Partnership. GR LLC

Identifying Data:

Potential Contractor: Global Security Systems, LLC

Address: 600 Jefferson St, Ste 1102

Street:

City, Town, etc: Lafayette, LA 70501

Telephone: 601-709-4240 Title: EVP

If applicable, responsible Corporate Officer

Name R. Matthew Straeb Title EVP

Signature: [signature] Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] **BIDDER** EVP **TITLE**

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP

BIDDER **TITLE**

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at
https://eproc.nassaucountyny.gov/SupplierRegister

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

The intent of this bid specification is to deliver a Radio Broadcast Data System (RBDS) to Nassau County Office of Emergency Management (OEM), allowing an end-to-end system used for the delivery and receipt of message data via the RBDS channel of an FM Radio Broadcaster. It comprises an origination capability, a transmission capability, and a reception and notification capability, where notification includes visual and audio components. The message data is used to transmit emergency information prior to, during, and following emergency incidents. The RBDS will be delivered as a single integrated solution and have at a minimum the following functional capabilities:

- RBDS system will have a secure, managed web portal allowing the end user to enter a customized message for transmission. Logins must be secure to prevent the unauthorized issuance of alerts through the RBDS system.
- RBDS system will provide satellite data transmission allowing data entered through web portal to be transmitted to FM transmission sites.
- RBDS system vendor to negotiate arrangements with local FM transmission site(s) and furnish/install satellite data receiver(s) to receive message data originating from web portal and allow transmission of message data over FM broadcast signal.
- The RBDS system shall be able to transmit messages to targeted groups.
- The RBDS system shall provide secure transmission from the FM Broadcast tower to the RBDS receiver to prevent unauthorized activation of the RBDS receivers.
- The RBDS system shall have the capability to send signal enabling FM receiver chip in modern smart phones allowing RBDS message data to be received by smart phone users without the need for cellular service.
- RBDS system vendor shall offer AC/battery powered portable/mobile/base station RBDS receivers capable of receiving FM/RDS data. The RBDS receiver shall automatically tune to an RBDS signal and have a lighted, visual display so data messages can be easily read without external light sources. The RBDS receiver shall detect and suppress the presentation of an identical alert that is received through multiple alerting paths.

Bid responses must include the following three (3) costs which will allow for the complete implementation of a RBDS system. Additional costs for items not listed may also be included for consideration.

Bid responses must include the following three (3) costs which will allow for the complete implementation of a RBDS system. Additional costs for items not listed may also be included for consideration.

1) One-time build-out fees for a single FM broadcast site facilitating complete operational capability of the RBDS, allowing FM/RDS message transmission from managed web portal as described above. It is anticipated that a minimum of nine (9) FM broadcast sites within the County will be needed to build out a complete RBDS system with redundancy. The build-out fee will include all system design, network equipment, installation and agreements required for RBDS implementation. Alternatively, the bidder may provide a pricing structure based upon the 2010 US Census Bureau's population of Nassau County; 1,339,710. If priced on total population, the bidder will provide a unit price for build-out of broadcast stations that will provide RBDS coverage to approximately one-third (1/3) of the County's total population.

   Pricing per broadcast station $_____ -*or*- Pricing for one-third of County population $ 550,000

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP TITLE

2) Annual subscription/license/maintenance fee for services and software. This fee will include access to bidder managed secure web portal and other software subscription fees, satellite data communications subscription fees, equipment maintenance fees and bidder-supplied end user smart device software applications.

Pricing per Year $ 50,000

3) Fees for combination AC / battery powered portable/mobile/base station RBDS receivers allowing for reception of emergency messages transmitted over FM/RDS as described above. Receiver pricing should be either unit cost based or tiered (quantity) based.

Receiver Pricing per Unit $ 45.00

-or-

Receiver Tiered Pricing – list tiered pricing below:

Qty: 500-1999 $ 40.00 PER UNIT
Qty: 2000+ $ 35.00 PER UNIT
Qty: _____ $ _____
Qty: _____ $ _____
Qty: _____ $ _____
Qty: _____ $ _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

_____ TITLE

FORMAL BID RECOMMENDATION

BID NUMBER 91574-05246-052 OPEN May 24, 2016
TITLE: Emergency Alert System
DATE: May 24, 2016
TO: BUYER –Timothy Funaro FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD. FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: May 24, 2016
To: Supervisor From: Buyer Timothy Funaro

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Timothy Funaro
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 5/25/16

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☑ Subject to Legislature Approval

_____

Director

	Bid Results
Item	Bidder
	Recommend an award be given to Global Security Systems LLC. as the lowest responsible bidder meeting specifications and bid terms.

ATTACHMENT 2

Proposal for

County of Nassau

State of New York

Emergency Alert System

Bid Number 91574-05246-052

Date: May 20,2016

Submitted By
Matthew Straeb
Global Security Systems, LLC
600 Jefferson Street, Ste 1102 * Lafayette, LA 70501
mstraeb@gssnet.us * 954-850-6606

5/20/16

Table of Contents

A. COMPANY BACKGROUND 3

B. ALERT STUDIO 4

SECTION 1 OVERVIEW 4
SECTION 2 FEMA's IPAWS 5
2.1 Emergency Alert System (EAS) 5
2.2 WEA 5
2.3 HazCollect/ NWEM 5
2.4 COG-to-COG 6
SECTION 3 ALERT FM 6
SECTION 4 ALERT FM APP 6
SECTION 5 SMS & EMAIL 6
SECTION 6 SOCIAL MEDIA 6

C. GSSNET-EAS 6

SECTION 1. GSSNET -EAS EMERGENCY ALERT DELIVERY SYSTEM 6
SECTION 2 GSSNET DIGITAL EAS ENCODER 7

D. ALERT FM 8

SECTION 1 TECHNOLOGY HISTORY 8
SECTION 2 GENERAL SYSTEM OVERVIEW 8
SECTION 3 IMPLEMENTATION PLAN 11
SECTION 4 CUSTOMER TRAINING 17

E. PROJECT SCHEDULE 18

SECTION 1 GENERAL PROJECT SCHEDULE 18
SECTION 2 TRAINING 18

F. PRICING 19

SECTION 1 INITIAL ALERT FM SERVICE BUILD OUT COST 19
SECTION 2 ANNUAL SUBSCRIPTION/ MAINTENANCE FEE 19
SECTION 3 RECEIVER PRICING 19

G. REFERENCES 20

H. PRODUCT OVERVIEW SHEETS 21

SECTION 1- ALERT STUDIO OVERVIEW 21
SECTION 2- GOVERNMENT SYSTEM OVERVIEW 22
SECTION 3- ALERT FM RECEIVER OVERVIEW 23
SECTION 4- SMARTPHONE APP OVERVIEW 24

A. Company Background

Following the catastrophic events of Hurricanes Katrina, Rita, and Sandy, governments, universities, and corporations have recognized the need for a new emergency communication strategy required to deal with natural disasters and homeland security emergencies. Specifically, the citizens of Nassau County are under constant threat of weather, hurricane and other disasters and require an emergency notification system to save lives and protect property. The Alert FM service allows emergency managers to communicate with first responders and residents using multiple contact paths, it can be an asset before, during, and after a variety of natural or man-made hazards including hurricanes, tornados, flooding, wild fires, oil spills, train derailments, and earthquakes.

Alert FM is designed to provide redundancy using multiple and overlapping FM radio stations and several contact paths. Therefore, if one contact path or radio station is knocked offline during a hazard, residents can still stay informed via another contact path or FM radio station. Because the majority of ALERT FM service is software- based, there is a minimal hazard to the local environment. Most importantly, the ALERT FM service works when the cell and Internet network fail, usually the first to go. Further, the receivers are battery operated therefore if power is lost the citizen and first responders will continue to receive life-saving messages. The key to any effective and preventive response to identified threats or catastrophic emergency is not just highly trained response and intervention teams, but to have a redundant communication system in place so that urgent information quickly reaches the right people.

Global Security Systems ("GSS") developed the ALERT FM Service, an FM radio-based emergency alert and messaging system that enables emergency management personnel to create and send digital alerts and messages to targeted recipients. The single point to multi point messaging functionality of ALERT FM utilizes the redundant FM data signal of existing local FM stations to provide redundant emergency notification capabilities. It is a great complement to outdoor sirens and telephone-based mass notification systems whose performance can be adversely affected by network capacity issues and power outages which occur in emergency situations.

Currently, ALERT FM is deployed on approximately 450 FM radio stations in 17 states (including MS, LA, AL, TN, AR, NJ, AZ, MO, MI, CA, VA, SC, TX and FL) and Canada. The company is building out a nationwide, FM-based alerting network and Nassau County will be part of the buildout. The GSS team has experience in deploying and successfully operating a statewide emergency notification system In 2005, the State Office of Homeland Security for Mississippi awarded GSS a statewide contract to deploy the first phase of ALERT FM which included installing broadcast equipment on local FM radio stations and receivers in all 82 county emergency operations centers. In 2009 The Mississippi Emergency Management Agency secured HMGP (Hazard Mitigation Grant Program) funding to expand the existing brodcast system with additional FM transmitters for new signal and redundancy for the alerting network. Many Mississippi county emergency management agencies have purchased local access to ALERT FM for local emergency notification

In 2011, Alabama Broadcasters Association purchased the GSSNet CAP-EAS data delivery system with Alert Studio for the State of Alabama. It provides state- wide data delivery to all LP-1 and LP-2 radio stations. Message origination is handled by the Alabama Emergency Management Agency and the Alabama Department of Public Safety over time the satellite data delivery component of the system will be expanded beyond LP-1 and LP-2 stations. In December 2010 AEMA commenced a project to add ALERT FM to 8 additional counties in southern Alabama.

Further, in Louisiana implemented a statewide system of ALERT FM with radio station installations, systems testing, and customer acceptance in March 2013. Alert Studio was installed at all 64 parish EOC's, GOHSEP, Louisiana State Police, and multiple colleges/universities for message origination. Alert Studio functionality includes RDS text messaging, voice EAS, IPAWS, smart phone app, and social media. The system included the purchase of over 5000 desktop and wall receivers.

In 2015, Alabama Emergency Management (AEMA) using Hazard Mitigation funding implemented additional Alert Studio alert origination secure, web-based portals in rural counties in east central Alabama. Each county was given access to the system and 200 ALERT receivers were distributed. The counties will use ALERT FM for weather warnings, school closings, and other emergency information.

In 2011, the FCC issued a mandate requiring that all states update their EAS systems so that they can send and receive Common Alert Protocol (CAP)-based messages. As a means of helping states meet this requirement, GSS teamed with Sage Alerting Systems to launch GSSNet CAP-EAS system featuring Alert Studio. This system provides a complete end-to-end CAP origination, transport, and broadcast dissemination system. GSSNet CAP-EAS system uses the same FM broadcast network ("GSSNet") that transports information for ALERT FM plus satellite data delivery if needed. Alert Studio is a CAP-based origination tool that allows users to send CAP messages using GSSNet. Since its launch, 4 states have implemented GSSNet Alert Studio as their CAP compliant EAS system. In December 2011, FEMA's Responder's Knowledge Base certified and declared GSSNet Alert Studio CAP compliant system.

Over the years, GSS has fostered relationships with and gained support from the National Association of Broadcasters and State Broadcast Associations. These relationships have helped the company set up the GSSNet FM-station network, implement Alert Studio for EAS, and signed a partnership agreement with NextRadio to facilitate with cellular companies to use FM chips in cell phones for receiving alerts.

In recent months GSS has updated Alert Studio to allow users to use one origination tool to send messages to multiple contact paths including RDS, FEMA's IPAWS (including WEA, EAS, HazCollect, and COG-to-COG), SMS, Email, Twitter and Facebook, the ALERT FM smartphone app, and other emergency notifications systems, such telephone, digital signage, and sirens, using an API. Basically, one interface to send multiple message types. The new Alert Studio allows users to receive CAP-based messages from IPAWS.

GSS's experience and best practices, developed while deploying ALERT FM on statewide, local, and higher education levels in the United States and Canada will allow the company to quickly and effectively deploy its system across Nassau County, New York. The GSSNet FM station network across the United States will enhance the Nassau County system and may be used for seamless hurricane evacuation and re-entry communications to citizens around the Tri-State area. To reinforce this point, any ALERT FM receiver is capable of receiving information from any of the ALERT FM-enabled FM stations around the United States, so as GSSNet grows, so does the value of the system to each customer.

B. Alert Studio

Section 1 Overview

Alert Studio, part of the ALERT FM service, provides a secure, hosted, software portal that allows federal, state, and local emergency officials to create CAP formatted alerts and distribute them to multiple contact paths according to their needs. This software application allows emergency officials to use one interface to activate all of their emergency notification systems including, but not limited to, telephone notification,

digital signage, sirens, SMS, email, social media, mobile phone applications and ALERT FM. Alert Studio also has the ability to post and consume information from FEMA's Integrated Public Alert and Warning System (IPAWS) including WEA, EAS, HazCollect, and Collaborative Operating Group ("COG")-to-COG. See Section H- 1 (see page 21) diagrams the flow of information available with Alert Studio and Section H-2 (see page 22) explains what features are available to users.

Section 2 FEMA's IPAWS

FEMA's IPAWS is the federal CAP-based alert and warning system. It allows emergency officials to create and send alerts and warnings over multiple broadcasts and communication pathways. IPAWS can be used by federal, state, tribal, territorial or local emergency managers.

FEMA will use IPAWS to send Presidential Alerts, Personalized Localized Alerting Network (PLAN) messages, Amber Alerts or Imminent Danger alerts.

Alert Studio will allow state, tribal, territorial, or local officials to post information to IPAWS as well as consume alerts from IPAWS.

2.1 Emergency Alert System (EAS)

GSSNet- EAS allows authorized government emergency officials to originate and broadcast CAP based EAS alerts for TV, Radio, and Cable operators. The system features Alert Studio, a web-based secure portal, for message origination, and GSSNet for satellite data delivery.

GSSNet -EAS may be used in federal, state, and local origination environments, where EAS messages are originated as part of the EAS plan. The Digital EAS encoder is supported by nearly every 3rd party provider of EAS peripheral equipment, loggers, remote controls, automation systems, video character generators and RDS systems.

GSSNet-EAS will be further discussed in section C of this proposal.

2.2 WEA

WEA is the nation's Wireless Emergency Alert system that will allow emergency officials (including FEMA, DHS, and local officials) and the NWS to send emergency information directly to cellular devices. Citizens equipped with a WEA compatible phone will be able to receive this information on their cell phone at no cost to them.

Alert Studio will allow state and local officials to post emergency messages to WEA. Local residents will then receive these messages on their WEA cell phones.

2.3 HazCollect/ NWEM

HazCollect, the NWS's All-Hazards Emergency Message Collection System, is a comprehensive national solution for the centralized collection and efficient distribution of Non-Weather Emergency Messages (NWEMs). NWEMs created by government officials with public warning authority are distributed through the NWS dissemination infrastructure, NOAA Weather Radio All Hazards, other national systems, and to the nation's EAS.

A NWEM is a specialized form of an OASIS Common Alerting Protocol (CAP) alert. The CAP alert is sent to the HazCollect service via FEMA's Open Platform for Emergency Networks (IPAWS-OPEN) interoperability infrastructure. http://www.nws.noaa.gov/os/hazcollect/

2.4 COG-to-COG

Alert Studio via IPAWS will allow one Collaborative Operating Group ("COG") to send emergency information directly to another COG. This feature allows state, tribal, territorial, or local officials to easily share information with each other.

Section 3 ALERT FM

ALERT FM is an FM radio-based emergency notification system that allows emergency officials to send information via the data subcarrier of local FM radio stations to ALERT FM receivers. Messages might include Amber Alerts, school closings, evacuation notices and weather warnings. Messages can be geographically or organizationally targeted.

Alert Studio is the message origination tool for ALERT FM. ALERT FM will be furthered discussed in section D of this proposal. Diagram Section H- diagram 3 (see page 24)highlights the features of the ALERT FM receivers.

Section 4 ALERT FM App

Earlier this year, GSS launched the ALERT FM App, an emergency alert application for Apple iOS and Android platforms. This app will allow the user to receive geo-targeted weather warnings and local emergency information sent out via Alert Studio. The app offers a free content option and a $9.99 in-app purchase upgrade. Diagram H-4 shows the ALERT FM mobile application overview sheet.

Section 5 SMS & Email

Emergency officials can use Alert Studio to notify citizens, businesses, schools, and first responders of need to know information via SMS (text message) or email. The messages can be geographically or organizationally targeted.

Section 6 Social Media

Emergency officials can use Alert Studio to post emergency information to their social media accounts including Facebook and Twitter.

C. GSSNet-EAS

Section 1 GSSNet -EAS Emergency Alert Delivery System

GSS has been broadcasting satellite and internet alert data using GSSNet since 2005. GSSNet provides a perfect solution for entities that require economical and reliable audio and/or high-speed data delivery to multiple locations. The system uses a one-way satellite network to deliver CAP-based text and audio (if required) EAS messaging to Radio, TV & Cable stations. This satellite data delivery occurs much quicker than traditional delivery using daisy chains to various broadcast stations. I/P connectivity has been used in some cases.

CAP-EAS message origination and system administration is handled through Alert Studio, a secure web-based application. Paired with terrestrial Internet, GSSNet satellite data delivery provides redundant CAP-EAS message data delivery for both message origination and delivery to the broadcast stations.

GSSNet uses an approximately 1-meter satellite receive dish with a digital receiver for the broadcaster's site. CAP-EAS messages are then passed to the Digital EAS Encoder for broadcast over the air. The

system features the ability to provide large amounts of information and a combination of various forms of audio and data. It is also fully scalable so bandwidth upgrades at the system level can be accomplished in minutes.

Section 2 GSSNet Digital EAS Encoder

The Digital EAS Encoder is a 2U rack mount device that serves as the gateway between the EAS network and one or more CAP sources, broadcasters, or state EAS origination points. By receiving alerts via the Internet, satellite and traditional EAS system, the encoder provides transport redundancy to help assure the public receives broadcast alerts even when segments of the telecommunications infrastructure are down.

The encoder is self-contained, and is designed for long term unattended deployment, using no fans, hard drives, or other moving parts. Flash storage and use of the Linux operating system allows the encoder to perform complex software functions and keep up with changing interface requirements.

The Digital EAS Encoder can be controlled via a thin client web browser. Setup is performed by pushing a setup file into the encoder via a browser. The settings are currently edited using a thick client Windows program, which will be replaced by a browser interface in the near future.

The encoder includes the ability to convert text to speech. It can also retrieve audio from a CAP URI or embedded audio sent through one-way satellite or other multicast service using the CAP URI element. The Digital EAS Encoder can be controlled via a browser interface. Using the CAP 1.2 protocol and standard access methods, it can receive CAP alerts from a variety of sources.

Hardware Features

- 10/100 Base-T LAN support.
- 2 USB connectors for printers, additional serial ports, future expansion.
- Four new GPIO inputs and one additional contact closure for expanded control.
- AES/EBU Digital Audio Interrupt with active switching.
- 64 MB onboard storage for log files.
- Optional USB memory stick(s) for up to 8 GB long term storage of alert audio.
- Totally solid state memory storage for reliable operation – no hard drive.

Software Features

- Web-Based control – all settings and functions can be performed from anywhere on the internet, including initiating or forwarding alerts, and changing configuration.
- Several layers of security are provided, including IP access lists, HTTPS/SSL is used to encrypt all access.
- Software is stored in FLASH and is updatable via the LAN or the USB interface.
- Text and audio logs are available via the web interface page.
- Alert audio for originated alerts can be transferred via the web interface.
- Alert audio for a pending alert to relay can be previewed via the web interface using streamed audio.
- Any of the audio monitor inputs can be streamed to the web interface.
- The Digital ENDEC can trigger the relay of an alert, or the generation of Weekly Test or any other alert, via interface to common station automation programs on the serial port, via the LAN, or its GPIO interfaces.
- The ENDEC can optionally send email when important events occur, such as sending and receive alerts, loss of input on a monitor receiver, etc.

When used in an EAS role, the Digital EAS Encoder uses CAP 1.1 and various ad-hoc standards for encoding EAS messages. The encoder can also be used with other CAP profiles, such as CAP-CP.

D. ALERT FM

Section 1 Technology History

Radio spectrum is a lot like real estate. The portion of spectrum controlled by an individual or corporation can be viewed as vacant land. For most of its history, the broadcast industry benefited from the fact that it was the only medium capable of providing adequate and reliable signal coverage over a large area.

Beginning in 1955, broadcasters were permitted to use subcarriers for voice and data (also known as the Subsidiary Communications Authority or SCA). Many leased the space to various reading or language services. It was also common to use a subcarrier to provide data returning from the remote control unit at the transmitter site.

In 1985, the founders of Global Security Systems became involved with the technology called numeric MBS protocol (predecessor to RDS/RBDS). The GSS founders played a very important role in lobbying to have RBDS become an approved and accepted standard in the United States. In 1993, the Radio Broadcast Data System (RBDS) standard was introduced as a means of using the subcarrier to broadcast specific information that permits a receiver to tune stations.

Since 1993, other accomplishments include: working for RDS/RBDS approval in the U.S (1993), manufacturing the only RBDS FM data receiver in the U.S., installation and testing of the FM system in over 20 foreign markets, installation of an 11-State system on the Pacific Coast of the US, and negotiating and signing of the world's first exclusive arrangement between an equipment manufacturer and a wireless communications carrier.

Today, Global Security Systems is a system integrator, service provider and manufacturer of the ALERT FM emergency alert and messaging system. The product "ALERT FM" provides secure transmission of critical messages to a single or multiple destinations, layered by "need to know" groupings. The technology used includes FM broadcasting networks coupled with the proven RDS data infrastructure.

Section 2 General System Overview

ALERT FM allows designated emergency management personnel to create and distribute targeted alerts and messages to emergency responders, citizens, and businesses. ALERT FM provides secure transmission of a single point to multipoint messaging, layered by "need to know" groupings based on an existing communications infrastructure – the existing nationwide FM broadcasting network. The system provides access to a 128-bit encrypted information transmission medium with multiple redundant backup transmitters and regional coverage without the nodal vulnerability of other communication systems. It is not necessarily designed to replace other communications systems but to complement them with a reliable and secure ALERT FM emergency messaging capability.

The system uniquely identifies all receiving units by utilizing its equipment's "primary identifier" and a programmable (over the air) identifier. The customers' emergency operation centers define the ALERT FM receiver groupings to receive messages for any given circumstance. Further, the system is programmed to provide "Grid Alert" (defined geographical area) messaging capability, which will give the customers the ability to send alerts and messages to receivers which are in a specified geographical area. This so called "all call" will send alerts and messages to all receivers within this defined geography.

Key features of ALERT FM are:

1. Alert and messaging capability occurs between the emergency operation centers and remote wireless devices (ALERT FM receivers) distributed around the county or region.

2. A secure, managed and web-based administrative portals control message origination, group creation and management, and sub administrative capabilities to allow multiple users to use ALERT FM. Administrative portals detail message delivery with time, date, and sender. Each of the users would have licensed use of a portal for message origination and administration under this proposal. The portal can be accessed by a computer with an internet connection or by smart phone devices such as IPhone or Blackberries.

3. Logins are secure and controlled by Nassau county to prevent unauthorized issuance of alerts.

4. Single point messaging to multi-point end users (ALERT FM receivers) allows county officials to reach all the receivers across the county or out of state with alerts and messages in less than 60 seconds. GSS can allow messages to be sent to FM transmitters outside of Nassau county. Individual county portal alert and messaging rights will be limited to their local geography. Customized messages can also be sent to groups of receivers held by first responders, citizens, or any other group defined by the customers. Each ALERT FM license includes 100 receiver groups to an unlimited number of receivers, and additional group codes may be purchased if necessary.

5. The ALERT FM receivers will each be uniquely addressable allowing communications with the county or portals from other states or local governments. All ALERT FM receivers will work with all other portals by simply programming the local group codes into it. This makes ALERT FM an ideal solution for citizen communication before and during disaster evacuations which might take Nassau County residents into surrounding states. Group codes can either be published for public use or kept private for use by law enforcement, emergency management or parish or campus administration. ALERT FM receivers can store up to 30 separate group addresses and 30 separate services like severe weather warnings from the NOAA. Both the fixed and mobile receivers operate on both A/C and battery power.

6. ALERT FM receivers are able to roam around the county without losing the addressability and message receipt capability. Receivers automatically tune to the strongest FM signal in their location without user interdiction. The battery life of the mobile receiver is up to two months using a standard "AA" battery. Identical messages are suppressed to the user.

7. ALERT FM uses equipment placed at existing FM-radio transmitters to allow messages to reach customers' desired recipients. The FM license agreements with each station will be obtained and maintained by GSS. FM stations will be chosen by GSS to ensure fully redundant coverage across Nassau County.

8. Data from the customer administrative portals is delivered via satellite to each FM station for distribution to the receivers. This provides a secure, end-to-end data delivery system without the hazard of data being delivered by terrestrial Internet to each station.

9. The propagation characteristics of the FM signal will provide reception for the receivers even inside buildings.

10. GSS currently has three receivers available for purchase (mobile, fixed, and USB). Description of these receivers can be found in Diagram H-3. Future receiving devices can be any unit capable of inclusion of the GSS proprietary hardware & software and has an alphanumeric readout capability (e.g. consumer devices, car radios, and cell phones). GSS is working with consumer device and mobile phone makers to integrate the ALERT FM technology into their products.

11. Simultaneous message reception by targeted group of receivers occurs within 60 seconds (as defined by receiver battery charge preservation cycle) of transmission. No telephone network capacity issues limiting the number of calls per time frame.

12. ALERT FM uses CAP messaging protocol in its administrative portals so each is capable of being integrated into existing EAS capabilities. The system is capable of receiving messaging data from Federal systems like IPAWS-Open from FEMA and HazCollect from the National Weather Service. ALERT FM is also capable of being integrated into other emergency notification systems via an API.

13. Automated severe weather warnings from NOAA are sent directly to ALERT FM receivers without action from customer portals. Receiver owners must "opt-in" to receive such severe weather warnings by adding the appropriate parish codes to their device.

14. Messages may be monitored using dedicated monitoring hardware and receivers for specific geographies or organizational groupings.

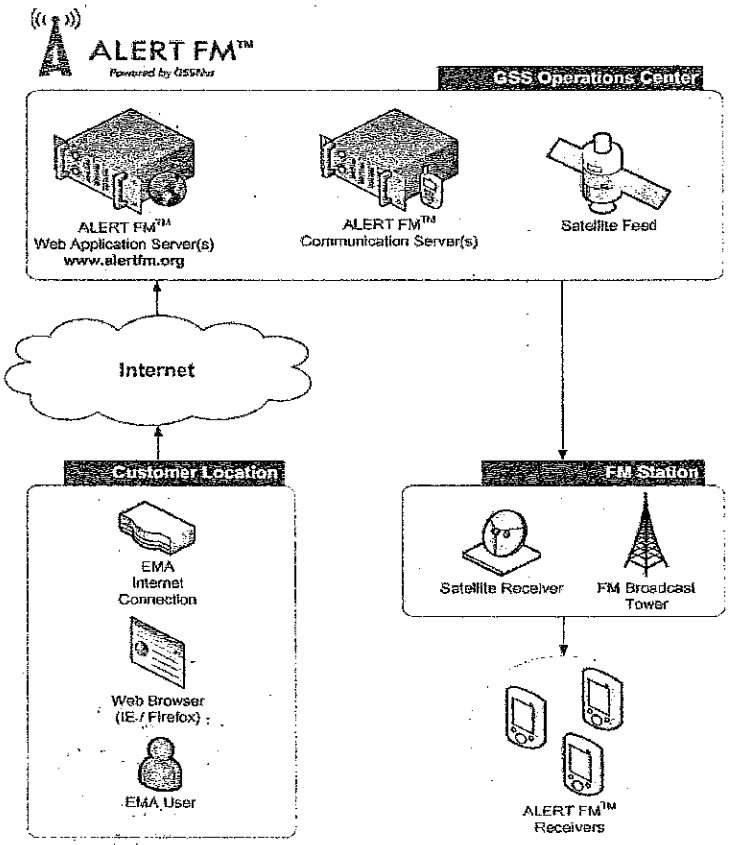
Nassau County will benefit greatly from this proven emergency notification system and is an ideal environment for its use in light of the frequent severe weather and other emergency events which do arise. Nassau County has abundant FM broadcast stations which in aggregate have a footprint covering the entire state with multiple redundancies. The customer's emergency management officials coordinate with all other emergency response agencies and act as the central command center for alerts and messages affecting the county. ALERT FM allows alerts and messages to flow from these emergency officials to different receivers with different access. The key to the system is that it ensures "the right people get the message" immediately and simultaneously in order to mobilize the appropriate response to whatever the alert circumstance dictates.

Graphic 1 shows the proposed ALERT FM system for Nassau County. The system will provide:

1. An ALERT FM portal for message origination, user entry, and group management. This portal is hosted in a professionally managed data hosting centers with redundant backup in the Southeast United States. The satellite uplink is hosted and managed by a professional service provider in the Southeast United States. Electronic security is provided for all servers through firewalls.

2. Existing FM radio broadcast towers from which to select primary and redundant broadcast sources. These FM broadcasters can be commercial, public, or government owned.

3. ALERT FM receivers



Graphic 1 – ALERT FM

Section 3 Implementation Plan

3.1 Infrastructure and Equipment Deployment

The ALERT FM system deployment plan is broken down into three distinct phases: System Analysis and Site Selection, Equipment Installation, and System Testing and Validation. This section describes in summary the first two phases. The third phase System Testing and Validation is described in detail in Section 3.2.

The existing FM radio infrastructure of New York will be used to provide the communications platform. There will not be new communications sites installed; only modification of existing infrastructure. GSS will install a receive-only satellite dish and receiver and a proprietary GSSNet digital encoder in the specified FM stations to transmit the ALERT FM signal.

3.1.1 System Analysis and Site Selection

During the System Analysis / Site Selection phase, GSS refines system requirements with the customer and does a detail site evaluation for the county Emergency Operations Center and candidate FM Broadcast stations. It then inventories the ALERT FM receivers for future distribution.

3.1.1.1 Emergency Operations Centers

Internet access is mandatory to access the Alert Studio portal for administrative work or message creation and distribution. Alert Studio is hosted in a professional hosting environment with backup Internet connectivity. GSS will conduct an onsite survey of the customers' emergency operations centers to determine the optimum placement of ALERT FM receivers. GSS will advise the customer to install an external antenna if FM reception cannot be obtained in an emergency operations center. GSS will provide training for each customer emergency operation center.

3.1.1.2 FM Stations

GSS will select the list of FM stations and alternate station choices based on signal footprint and the present emergency network. GSS will perform pre-site surveys at all prospective FM radio stations. The information accumulated includes transmission capabilities, geographical tower location and backup power. During the survey GSS will work out installation and scheduling requirements with the FM station engineers consistent with system requirements. Follow up coordination with the station engineer and appropriate station management will continue throughout the implementation, operation and testing. Based on the station survey information, GSS will create a database with all relative information. Site photos are scanned into files and indexed to the particular radio station along with maps of studio location, tower directions, etc. This information is used to generate a list of equipment for each location along with diagnostic, maintenance and training manuals.

Implementation of equipment at each station takes less than one day, and the FM transmitter is not disabled during the implementation. The FM stations are free to use the data encoder in whatever way they please when there are no alerts or messages sent out via ALERT FM. Some stations set their encoders to display artists, song titles, or station call letters.

The stations are chosen by GSS broadcast engineers based on the signal coverage area and geographical location. Equipment premises agreements are conveyed to the FM station owners. The sub-carrier support employee ensures that all agreements are secured to speed the total station installation schedule. In general for the emergency broadcasts by universities, broadcast priority rights are established under FCC 47cfr11, dated 7 March, 2003 (specifically subsections 11.20, 11.21, 11.33, 11.44, 11.47).

3.1.1.3 ALERT FM Receivers

GSS currently has the following versions of ALERT FM receiving devices. More information on these receivers can be found in Section H of this proposal.

- ALERT FM Receiver- mobile receiver
- ALERT FM Wall Receiver- fixed receiver (approximately 7.5" by 10" – ideal for classrooms, hallways, or other public venues.) Fully supports special needs components such as bed shaker, and has strobe light and speaker on device.
- Consumer devices and mobile phones with specified operating system and FM receiver chip. Currently the ALERT FM application is available for pilot download to phones with these specifications. Alerts and messages appear to be delivered via SMS, but they are delivered to handset via the FM chipset. GSS has signed a partnership with NextRadio to facilitate working with cellular carriers and consumer device makers to expand the number of handsets and devices that carry the ALERT FM application.

All ALERT FM receiving devices are capable of manual group programming, and some units can be programmed over the air. All devices are capable of receiving specific addressing (up to 30 unique addresses) which will allow messages to be received on a "need to know" basis. All receivers are designed to automatically tune to the strongest FM signal in their location. All receivers with the exception of the ALERT FM USB receiver are A/C powered with battery backup, so they are fully functional in power outages. All receiving devices will come with standard warranty, and none have recurring fees associated with their operation. GSS will continue to provide new and advanced ALERT FM receiving devices in the future.

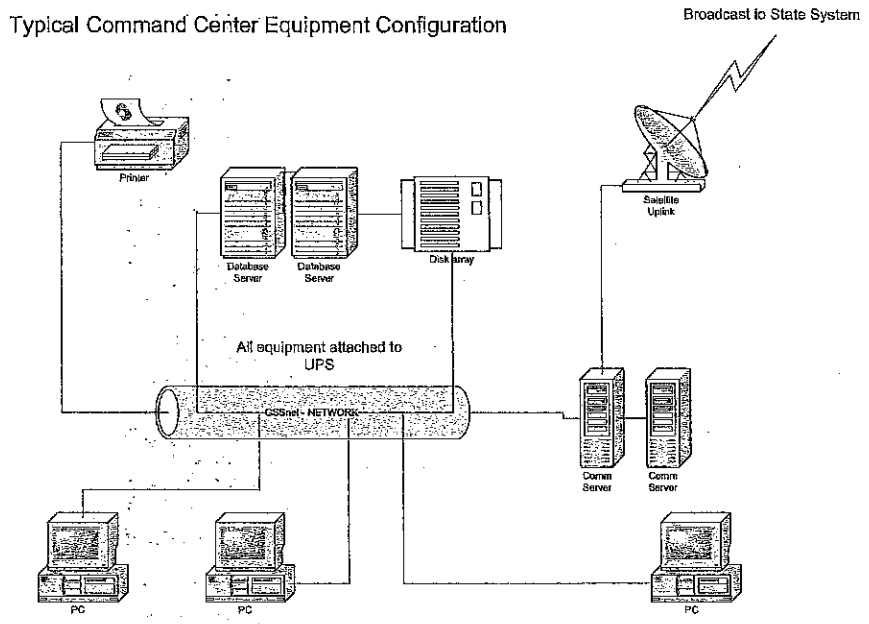
3.1.2 Equipment Installation

3.1.2.1 Emergency Operations Centers

Emergency operations personnel access their web based Alert Studio portal via a secure login. This portal can be accessed via any computer with Internet access and some smart phones whether in the emergency operations center or not. No additional equipment is necessary to be installed to access ALERT FM.

GSS recommends installation of an ALERT FM Receiver or USB Receiver at all emergency operations centers to validate receipt of ALERT FM messages. GSS personnel will work with customer EOC representatives to determine the most appropriate ALERT FM receiver for that location.

A typical Emergency Operations Center equipment configuration is shown in Graphic 2



Graphic 2 – Emergency Operations Center Configuration

Testing will be conducted as receiving equipment is installed to ensure FM reception and message receipt. Installation and test scheduling will be coordinated with the customers to ensure proper operation of ALERT FM.

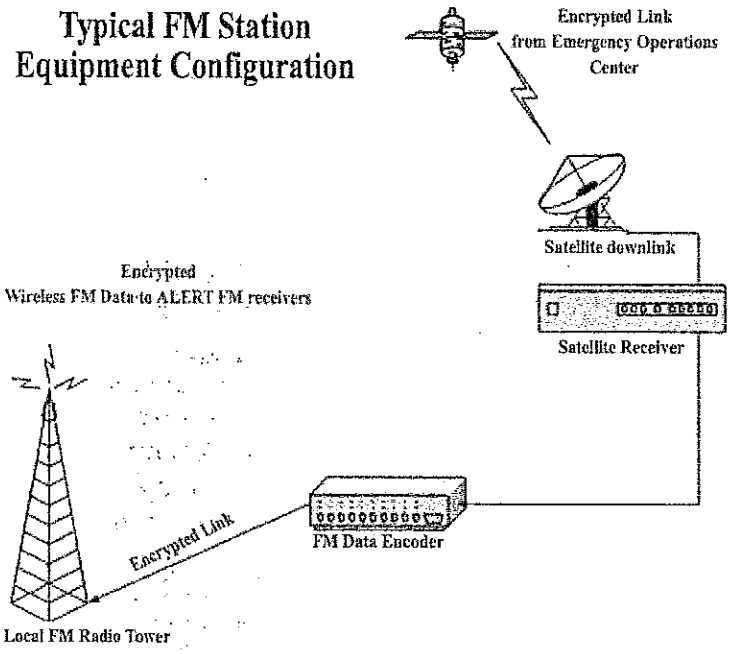
3.1.2.2 Designated FM Stations

Satellite communications "Receive-Only" dishes are mounted at each FM transmitter location before installation of the GSSNet transmission equipment takes place. All components are tested in house prior to transport to prevent complications in the field. The GSS broadcast engineer transports all necessary

components, established during the survey, to the appropriate locations. A GSS broadcast engineer performs the installation of equipment in coordination with the station engineer. The GSS engineer will train the station's local broadcast engineer on the functionality of the equipment.

When installation is complete, the on site engineer will run predetermined tests on equipment and monitoring system to ensure system stability and readiness. Local and satellite tests will be performed to confirm transmission link integrity. All equipment will be connected to un-interrupted power supplies (UPS) and tested. Tests utilizing a wireless device will also be performed while in contact with a GSSNet dispatcher for communication link verification. All installation documents will be updated and reviewed to ensure quality control.

A typical FM Station equipment configuration is shown in Graphic 3:



Graphic 3 - FM Radio Station Configuration

3.2 System Testing and Validation

The System Testing & Validation program consists of three levels of testing – receiver testing, radio station testing (interfaces and data links) and system level testing/validation (end to end system capabilities and requirements tests).

3.2.1 ALERT FM Receiver Testing

Prior to shipment to each customer, GSS will physically inspect each ALERT FM receiver, power each unit up, and run them through in-house testing. All signal and impedance levels are examined for each unit.

GSS will assist the customers in developing the group codes for receivers, and the company can address the receivers for each customer for an additional fee.

GSS has a desktop software tool for programming the groups into the fixed and mobile ALERT FM receivers. GSS will assist each customer in installing the programming tool upon request, and this will help save the customer time. Programming of the group codes on the receivers is the only data entry required by the user.

Once the receiver is placed at the customer emergency operation center, the units will automatically tune themselves to the strongest FM signal available to it at that location.

3.2.2 Radio Station Testing

The Receive-Only dish will be run through various tests to ensure operation. The proper installation and mounting of receiver and dish will be reviewed to ensure optimal signal strength and reception. All grounding, external and internal wiring of the dish and weather-proofing will be checked and integrity confirmed. Receiver indicator lights will be checked and confirmed functionally operational. The message loop test including the command center will verify reception from command center interfaces.

The FM Radio Station configuration will then be run through various tests to ensure operation, the following will be checked:

- Interface cables and connection to the transmitter
- Transmission levels
- Signal to Noise Ratio
- Injection Levels
- Functional operations

A test message from a customer ALERT FM portal will be sent for broadcast system testing, verifying receipt by the receive-only satellite dish and receiver, processing by the encoder and broadcast. The message will be verified with a designated wireless device held by the GSS engineer.

3.2.3 System Level Testing

The System Level test program is designed to verify and demonstrate all of the ALERT FM capabilities as well as, demonstrate the fault tolerant nature of the system design – the message always gets through. GSS will work closely with the customers' representatives to generate test scenarios, which simulate real crisis situations and historical anomalies, which may have limited the agencies' effectiveness in the past.

Building off of the subsystem testing the initial system test will demonstrate the end to end functionality of the system ensuring that message transmission from the customer ALERT FM portal is accurately and timely received at all locations and end user sets. The main satellite link performs a watchdog monitoring, automatic, self-test every 60 seconds, 24 hours a day. If the satellite link fails, the system will automatically switch to an alternate transmission path at a remote location. GSS personnel will be notified.

After establishing that the satellite and FM broadcast communications are sound, the functionality of the entire system is progressively tested to demonstrate the full system characteristics and satisfaction of all system requirements. More specifically:

a. Message transmission to the predefined groups defined by the customers clearly demonstrating non group members ***does not*** receive the message.

b. Accurate messaging.

c. Reprogramming identifiers and redefinition of groups.

d. Message transmission demonstrating priority layering and sublevel alerting.

Again the tests will be designed to simulate real alert situations where appropriate, demonstrating the system capabilities and providing a simulated operational environment to evaluate the effectiveness of the system when deployed. The customer emergency operations centers will send out specific messages to all units in a test group. One test group will include numerous wireless devices in many locations throughout the state. Many different levels of messages will be confirmed sent and received to these units, demonstrating end user reception regardless of location in the designated target areas.

Designed into the test scenarios will be system failures, which demonstrate the fault tolerance of the system and the system failure notification/monitoring capabilities. The principal goal of these tests within the system test program is to demonstrate the system's ability to "get the message through" in stressed situations while keeping emergency management personnel informed of the system integrity. Again, real life scenarios, created with customer assistance, will be used to simulate crisis circumstances where failures may occur and critical personnel must receive time sensitive messages.

The test program will, with customer concurrence, utilize operations personnel in there operational capacity. The concept is to provide a platform for training and to check out/finalize operational procedures.

3.3 Operational Procedures and Maintenance

The detailed operational procedures will require integrating the ALERT FM equipment operations into existing customer procedures. If no equivalent procedure exists, GSS personnel will work closely with customer respectively to generate or expand existing procedures. All procedures at the designated emergency operations centers will be reviewed and if necessary modified to integrate the ALERT FM capabilities as they may affect operations at individual sites.

The ALERT FM system for Nassau County is fully complementary of the system in other states. An ALERT FM receiver based in New York will be fully functional out of the state as long as that unit has the appropriate addressing for the local area. It is possible for Nassau County officials to coordinate with GSS to send messages across the entire ALERT FM network around the United States to specified group codes for message delivery. This would be helpful to coordinate communication with residents during hurricane re-entry. GSS recommends working with other state emergency management organizations to develop procedures for alerting citizens in the event of an evacuation. Such procedures would identify the roles of the states, counties, and cities which have access to ALERT FM. Such procedures would assure optimal performance of the system in times of great usage.

3.3.1 Technical Operations Support

Nassau County will have operational access to all of the FM stations on the network across the county and beyond. GSS remotely hosts and operates all licensed Alert Studio portals.

Standard manuals will be provided for all Alert Studio portals and ALERT FM receivers.

System integrity/validation tests to be executed periodically will be defined and programmed into the system procedures to continuously ensure system readiness. The test will be structured to be a lower priority than alert messaging to ensure no conflict can arise in the event of an untimely priority alert.

The GSS monitoring system will keep the customers' officials abreast of any issues on a 24-7 basis and GSS personnel will be available to assist any of the customer personnel if necessary. The complete system will be inspected on a semi-annually basis.

The information systems employed to support the communications network will be maintained under the guidance of the customer and will require no ongoing support contract. System upgrades and security patches shall be provided at no additional cost. There will be no client system software installation on equipment belonging to the customers. Integration of existing systems for the purposes of extending those systems capabilities will be limited to exchange of message data and does not constitute development for or support of existing systems. (i.e. notification from 911 systems to ALERT FM system). Expansion of coverage areas beyond the scope of this RFP is not covered in these requirements and would constitute a new and unique contract.

3.4 System Reliability and Usability

ALERT FM will operate 24 hours per day 7 days per week without interruption. Power interruptions will be protected by utilizing existing or backup power supplies on the portal, satellite, and FM communications infrastructure; all communications will have the ability to continue to operate normally during of a full scale power failure. The satellite data uplink operates at 99.99% with the receive sites operating at a minimum of 99.95%.

The Alert Studio portal and receivers are all "user friendly" and do not require significant training for customer operations personnel to become proficient. FM messages are delivered from the customer portals to receivers within 60 seconds.

All receivers are warranted for 90 days after delivery to customer.

Section 4 Customer Training

After the FM stations are installed and the administrative portals are activated, the Customer Service Team will contact Nassau County to schedule portal and receiver training. Training will be conducted on site or via webinar, and it takes between one and two hours. Each training session includes a PowerPoint presentation on portal use and programming receivers. Follow-up training for each customer using web conferencing, teleconference, or in-person is available upon request.

As new portal functionality becomes available, training will be provided for portal administrators. Such new functionality might include a new portal version, a new message contact path (e.g. smart phone), or new message history interface. Contact with portal administrators will occur using email and direct telephone call regarding the need for new training.

E. Project Schedule

Section 1 General Project Schedule

It is estimated that the equipment installation at all 9 FM stations will take between 60-90 days.

Figure 4 shows a typical project timeline breakdown:

Phase	Timeline	Tasks
Phase 1 Evaluation and Analysis	0-15 days	▪ System Analysis and Site Evaluation ▪ Emergency Operation Center Evaluation ▪ Evaluate possible FM station candidates ▪ Inventory FM receivers
Phase 2 FM Station Installation and Message Origination Portal Set up	15- 60 days	▪ FM Station Installation ▪ Web-based portal is set up *Implementation Team meets with the Nassau County to determine administrators, sub administrators, and private and public groups *Nassau County provide implementation team with logo or shield
Phase 3 Testing and Training	45-90 days	▪ EOC Test and Evaluation ▪ Unit or Equipment Testing ▪ Subsystem Testing ▪ System Testing and Validation ▪ System Training for Nassau County

Figure 4

Section 2 Training

After the stations are installed and the portal is configured, GSS will contact Nassau County to schedule the portal and receiver training. GSS will handle this initial training on site or via webinar, and the training takes between 1 and 2 hours. Training will include standard training manuals for both Alert Studio and the ALERT FM receivers.

F. Pricing

Section 1 One-time build out fees for a single FM broadcast site facilitating complete operational capability of RBDS, allowing FM/RDS message transmission from Alert Studio managed web portal described in this proposal document (see Section 1.1 and 1.2). The broadcast equipment facility is described in this document (see section 1.3 below). It includes system design, network equipment, installations and agreements for implementation. Unit price for build -out of broadcast stations to provide RBDS coverage to approximately one-third (1/3) of Nassau County's total population.

Pricing for one-third of the County population $550,000.00 USD.
Deliverables:

1.1 **Alert Studio web portal-**
GSS will provide one Alert Studio message origination portal that will allow secure users to create and manage groups; create and manage users; and create and distribute emergency messages.

1.2 The one-time build out fees includes:
a) RBDS messaging system
b) IPAWS server access: including access to EAS, WEA, HazCollect (NWEM), and COG-to- COG messaging
c) ALERT FM smartphone app access
d) Twitter messaging
e) Facebook messaging
f) 25 ALERT FM Wall Receivers
g) 200 ALERT FM Mobile Receivers

1.3 **Broadcast Site Equipment**
The cost also includes the installation of broadcast equipment at 9 FM broadcast stations across Nassau County. All broadcast equipment software and related intellectual property rights (including applicable know-how) will be licensed to Nassau County for a term of one year.

Section 2 **Annual Subscription/ Maintenance Fee**
The annual subscription/ maintenance is ~~$[illegible],000~~ and is listed in section 1.

$50,000 FVP

Section 3 **Receiver Pricing**

We offer an AC/battery operated mobile receiver and a wall mounted receiver.

3.1 **Mobile Receiver Pricing**
Receiver Pricing Per Unit- $45.00
Receiver Tiered Pricing
QTY: 500-1999 $40.00 per unit (delivery dependent on inventory)
QTY: 2000+ $35.00 per unit (delivery dependent on inventory)

3.2 **Wall Receiver Pricing**
Receiver Pricing Per Unit- $350.00
Receiver Tiered Pricing
QTY: 100+ $325.00 per unit

FVP

G. References

1) **Chris Guilbeaux – Deputy Director**
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70806
225-925-7333
Christopher.Guilbeaux@la.gov

System Description: Full statewide system implementation of FM radio station installations, systems testing, and customer acceptance in March 2013. Alert Studio installed at parish EOC's, GOHSEP, Louisiana State Police, and multiple colleges/universities for message origination. Alert Studio functionality includes RDS text messaging, voice EAS, IPAWS, smart phone app, and social media. Installed system also included the purchase of over 5000 desktop and wall receivers.

2) **Greg Flynn- Public Information Officer**
Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39288
601-933-6362
gflynn@mema.ms.gov

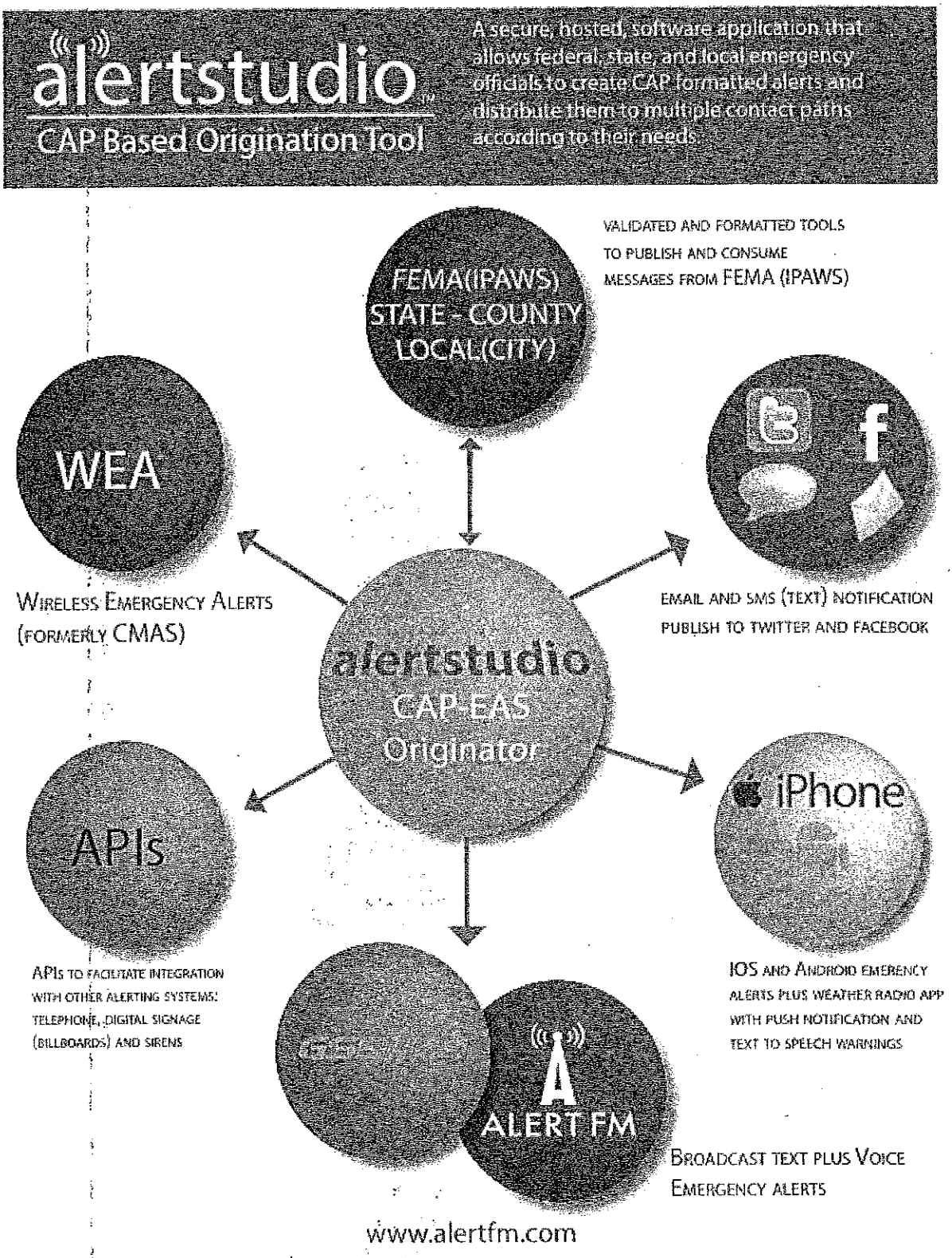
System Description: Day to day use of ALERT FM for the state of MS is handled by MEMA. MEMA uses ALERT FM for contacting specific county EOC's and also citizens in areas affected by emergencies. In 2009, MEMA secured funding to add additional FM transmitters across the state for fully redundant coverage.

3) **Jeb Hargrove – Communications Manager**
Alabama Emergency Management Agency
P.O. Drawer 2160
Clanton, AL 35046
205-280-2222
jeb.hargrove@ema.alabama.gov

System Description: In 2009, AEMA was awarded funding from the National Weather Service Rural Community Alert Program to install ALERT FM in 9 rural counties in west central Alabama. Each county was given access to the system and 450 ALERT receivers were distributed between the 9 counties (50 each). The counties will use ALERT FM for weather warnings, school closings, and other emergency information. In December 2010 AEMA commenced a project to add ALERT FM to 8 additional counties in southern Alabama. In 2015, AEMA expanded the project by 22 Alert Studio portals and addl. FM stations.

H. Product Overview Sheets

Section 1- Alert Studio Overview



Section 2- ALERT FM Government Overview Sheet

ALERT FM

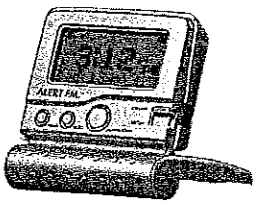
Powered by GSSNet

VOICE AND TEXT EMERGENCY NOTIFICATION

Satellite Fed and Broadcast Based

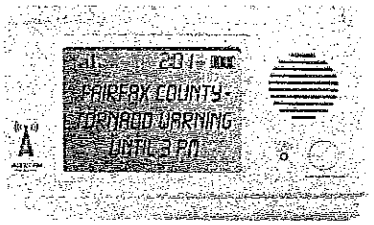
Government Applications

FM Radio Text Messaging
Send geographic (zip codes, counties/parishes, or state) or organizationally (citizens, first responders, schools, or government personnel) targeted messages in 60 seconds or less to dedicated fixed or portable receivers via the data subcarrier of local FM radio stations. Overlapping FM radio signals help ensure that there is always service even when other communication systems are disrupted.



ALERT FM Receiver

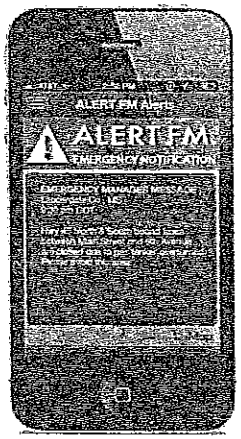
ALERT FM App for iOS and Android
Send text alerts to citizens who have downloaded the ALERT FM App on their Apple iOS (iPhone, iPad, or iPod) or Google Android (smartphone or tablet) device. Residents will also have access to current and extended weather forecasts, radar updated every 5 minutes, and advisories, watches, and warnings for up to 5 saved locations plus the current location determined by the phone's GPS.



ALERT FM Wall Receiver

Voice-based Emergency Alert System ("EAS")
Use GSSNet- a satellite data delivery system- to send EAS messags such as Amber Alerts, weather alerts, and evacuation information across state and/ or local AM/FM and TV broadcast signals.

Social Media
Post emergency information to your organization's Facebook page and Twitter feed without having to separately log in to each site.



ALERT FM App for iOS & Android

Wireless Emergency Alerts ("WEA")
Send text alerts to citizens using WEA compatible cell phones.

FEMA's Integrated Public Alert and Warning System ("IPAWS")
Post and consume messages directly from IPAWS.

SMS (text message) and Email
Send text messages and emails to citizens that sign up to receive emergency information.

Why Choose ALERT FM?

- FEMA Certified
- Complete End-to-End System
- Government officials control message content
- Common Alert Protocol ("CAP") based
- One Message Origination Portal simultaneously sends alerts to multiple contact paths
- Automated NWS severe weather warnings included

www.alertfm.com

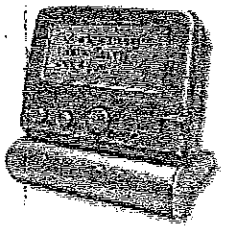
Section 3- ALERT FM Receivers Overview

ALERT FM

Powered by GSSNet

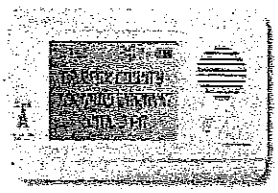
FM Radio-Based Alert and Messaging System

ALERT FM Receivers are an inexpensive devices which receives potentially lifesaving emergency alerts and warnings. These alerts and messages could include NWS severe weather warnings, homeland security notices, hurricane evacuation instructions, Amber Alerts, or school closings. The emergency information is sent out by federal, state, or local government agencies or by companies wishing to distribute information. There are mobile, fixed and USB receivers available.



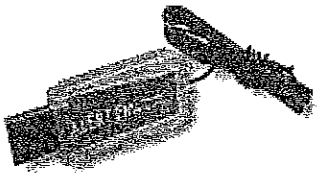
ALERT FM Receiver

Size: 3"x3"x1"
Battery Life: Up to 2 months
Accessories Included:
A/C Wall Adapter



ALERT FM Wall Receiver

Size: 12"x8"x.7"
Battery Life: 3 years (standby)
Accessories Included:
Built-in FM Antenna



ALERT FM USB Receiver

Size: 3"x1x"x1/2"
Battery Life: none needed
Accessories Included:
Built-in FM Antenna

FEATURES	BENEFITS
*No recurring subscription fees	*Inexpensive device to own and operate
*Programmable for up to 30 addressses including zip codes, local or state government, or organizational groups	*One receiver can be used for multiple geographic or organizational sending sources
*Automatically tunes itself to the strongest FM signal	*Excellent message receipt
*Programmable for NWS severe weather warnings	*Broad range of messaging content included
*Programmable for up 30 additional messaging services	*Additional messaging content will be available in the future

www.alertfm.com

Section 4- ALERT FM Mobile Applications

ALERT FM
Powered by GSSNet

ALERT FM for iOS and Android

What You Get For Free

* ALERT FM federal, state, or local alerts for your ALERT FM home county/parish pushed to your phone

*Current forecast and adverse weather information for your current location and up to 5 saved location

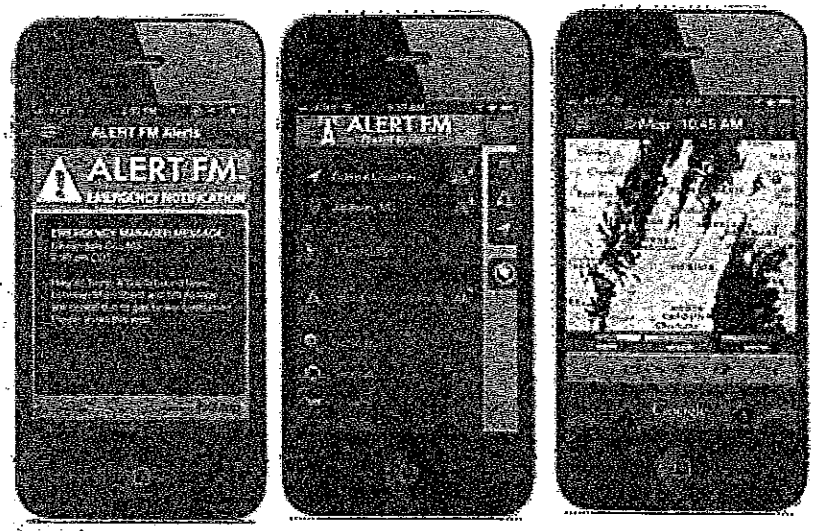
*iMap weather radar

In-App Purchase

* Full Weather Radio $9.99
push weather notifications
voice audio
map overlays

www.alertfm.com

The ALERT FM App for Apple iOS and Google Android platforms that gives users critical federal, state, or local emergency information and award-winning weather information via the iMap® Weather Radio. Critical local emergency and weather information on the device you carry with you everywhere.



ATTACHMENT 3

Company: Global Security Systems, LLC
Address: 600 Jefferson St, Ste 1102, Lafayette, LA 70501
Phone Number: 601-709-4240

1. Date of formation: August 1, 2003
2. Persons with Financial interest in GSS- See attachment 1
3. Officers
   A) Robert L Adams- CEO
   B) R. Matthew Straeb- EVP
4. State of Incorporation: Mississippi
5. Number of Employees: 5 with sub-contractors up to 20
6. Annual Revenue of Firm [redacted]
7. Relevant Accomplishments: see attachment 2 with proposal document

EVP

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Robert L. Adams
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 600 Jefferson Street, Suite 1102
   City/state/zip Lafayette, Louisiana 70501
   Telephone 337-280-2698
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 08/01/2003 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. See Attached

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. See Attached

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

EVP
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes; provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert L. Adams, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of May 2016

John B. Wartelle
John B. Wartelle
Notary Public
LA Bar Roll No. 21134

Global Security Systems, LLC
Name of submitting business

Robert L Adams
Print name

Signature

President
Title

5 / 19 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

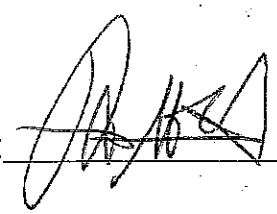
EVP
TITLE

PRINCIPAL QUESTIONNAIRE FORM – ROBERT L. ADAMS - ADDITIONAL INFORMATION

Question 3. Mr. Adams is a member of Adams Family Company, L.L.C. which is a member of Global Security Systems, L.L.C.

Question 4. Global Security Systems, L.L.C. has a loan to Mr. Adams and Mr. Adams has a loan to Global Security Systems, L.L.C. Mr. Adams is also a guarantor on a Global Security Systems, L.L.C. bank loan.

Question 5. Mr. Adams is an owner of Adams Family Company, L.L.C. and Adams Family Company, L.L.C. is an owner of Global Security Systems Technology, L.L.C. Mr. Adams is also an owner of American Resources Limited, L.L.C.

BIIDER SIGN HERE  TITLE EVP

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT MATTINGLY STAFFS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 606 JEFFERSON STE 1102
   City/state/zip LAFAYETTE LA 70501
   Telephone 954 850 6606
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 10/1/2004 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.
   HEART GALLERY (501C3)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** EVP **TITLE**

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. Matthew Straeb, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of May 2016

Notary Public

RYAN MAGEE
Notary Public - State of Florida
My Comm. Expires Jul 22, 2018
Commission # FF 144122

Name of submitting business: Global Security Systems, LLC

By: ROBERT MATTHEW STRAEB
Print name

Signature

EVP
Title

5, 20, 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ EVP
BIDDER TITLE

Contract ID#: CQAT16000014

Department: County Attorney

E-153-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT16000014 NIFS Entry Date: 06/03/2016 Term: June 1, 2016 – May 31, 2017

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: Jaclyn Delle
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.	Address: 1 West St., Mineola, New York 11501
	Phone: (914) 872-7497	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐		[signature]	
	OMB	*NIFS Approval* ☐	6/7/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
6/9/16	County Attorney	*CA RE&I Verification* ☑	6/9/16	[signature]	
6/9/16	County Attorney	*CA Approval as to form* ☑	6/9/16	[signature]	Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/14/16	[signature]	

RECEIVED NASSAU COUNTY LEGISLATURE CLERK OF THE LEGISLATURE JUN 14 P 2:46

PR5254 (8/04)

Contract ID#: CQAT16000014

Department: County Attorney

Contract Summary

Description: New outside counsel contract.
Purpose: New outside counsel contract to represent the County in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The initial case assigned to Counsel is John Restivo and Dennis Halstead, Plaintiffs, v. Nassau County, a municipality; Nassau County Attorney's Office; Carnell Foskey, in his official capacity; et al., Index No. 16-CV-2492.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel and qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real Property.
Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $250,000.00 max amount, but only $125,000.00 initial encumbrance pursuant to the terms of the agreement.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$125,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$125,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$125,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$125,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/14/16
Date	Date	(For Office Use Only)
		E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000014)

2. Dollar amount requiring NIFA approval: $ 250,000.00

Amount to be encumbered: $ 125,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 06/01/2016-05/31/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity of matter, may need to commence prior to approval.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

New outside counsel contract to represent the County in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The initial case assigned to Counsel is John Restivo and Dennis Halstead, Plaintiffs, v. Nassau County, a municipality; Nassau County Attorney's Office; Carnell Foskey, in his official capacity; et al., Index No. 16-CV-2492.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQAT15000011 $50,000 encumbered 1/25/16 (CQAT16000024)
CQAT16000001 $125,000 currently in approval process
CQAT15000022 $75,000 encumbered 12/24/15

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/8/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000014)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm has been qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real property.

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

6/3/16

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP

Dated: 6/3/16

Signed:

Print Name: Robert A Spolzino

Title: Partner

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John M. Flannery
   Date of birth ____/____/____
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1133 Westchester Ave
   City/state/zip White Plains, NY 10604
   Telephone 914 - 323 - 7000
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder ____/____/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____ – Regional Managing Partner
   Vice President ____/____/____ _____ ____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. Equity Partner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I John M. Flannery, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of June 2016

Notary Public

PETER A. MEISELS
Notary Public, State of New York
No. 60-4965790
Qualified in Westchester County
Commission Expires April 30, 2017

Wilson Elser Moskowitz Edelman & Dicker, LLP
Name of submitting business

John M. Flannery
Print name

Signature

Regional Managing Partner
Title

6/13/16
Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: March 30, 2016

1) Bidder's/Proposer's Legal Name: Wilson Elser Moskowitz Edelman & Dicker LLP

2) Address of Place of Business: 666 Old Country Road, Garden City, NY 11530

List all other business addresses used within last five years:
Our Garden City office address has not changed within the last five years. (We are also providing a list of all Wilson Elser offices.)

3) Mailing Address (if different): Not applicable

Phone : 516 - 228 - 8900

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 07-770-5770

5) Federal I.D. Number: 13-2679447

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ✓ (Partnership) ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. Wilson Elser has more than 1,400 employees. We are not aware of any existing conflicts.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Wilson Elser has policies and procedures in place to effectively identify conflicts of interest at the outset of a matter. Wilson Elser maintains a conflicts of interest database and uses conflicts of interest software as part of its policies and procedures. The firm's Office of the General Counsel, and specifically the firm's Conflicts of Interest Counsel, oversees and manages compliance with the firm's conflicts of interest policies and procedures. Any identified conflicts of interest are resolved in accordance with all applicable rules of professional responsibility.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation; December 1978

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached Partner Listing.

iii) Name, address and position of all officers and directors of the company; Not applicable.

iv) State of incorporation (if applicable); Not applicable.

v) The number of employees in the firm; 1,463

vi) Annual revenue of firm; Since we are a private partnership, our financial information remains confidential. You may contact our Independent CPA: John Fitzgerald of Berdon LLP, 212 - 832 - 0400

vii) Summary of relevant accomplishments See attached Firm Resume.

viii) Copies of all state and local licenses and permits. All attorneys working with Nassau County are licensed in the state of New York.

B. Indicate number of years in business. 37 years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See attached Firm Resume.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company City of Yonkers

Contact Person Michael Curti, Esq. - Corporation Counsel

Address 40 South Broadway, Room 300

City/State Yonkers, NY 10701

Telephone 914 - 377 - 6250

Fax # Not available

E-Mail Address michael.curti@yonkersny.gov

Company New York City Comptroller's Office

Contact Person Kathryn Diaz, Esq. - General Counsel

Address One Centre St, Municipal Building, 602

City/State New York, NY 10007

Telephone 212 - 669 - 2065

Fax # 212 - 669 - 2884

E-Mail Address kdiaz@comptroller.nyc.gov

Company City of New Rochelle

Contact Person Kathleen Gill, Corporation Counsel

Address 515 North Avenue

City/State New Rochelle, NY 10804

Telephone 914 - 654 - 2025

Fax # 914 - 654 - 2174

E-Mail Address kgill@ci.new-rochelle.ny.us

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

See attached Firm Resume.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert A Spolzino, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of June 2016

Notary Public

RIMMA ALTSHULER
NOTARY PUBLIC, State of New York
No. 01AL6155219
Qualified in Westchester County
Commission Expires November 6, 2016

Name of submitting business: Wilson Elser Moskowitz Edelman & Dicker LLP

By: Robert A Spolzino
Print name

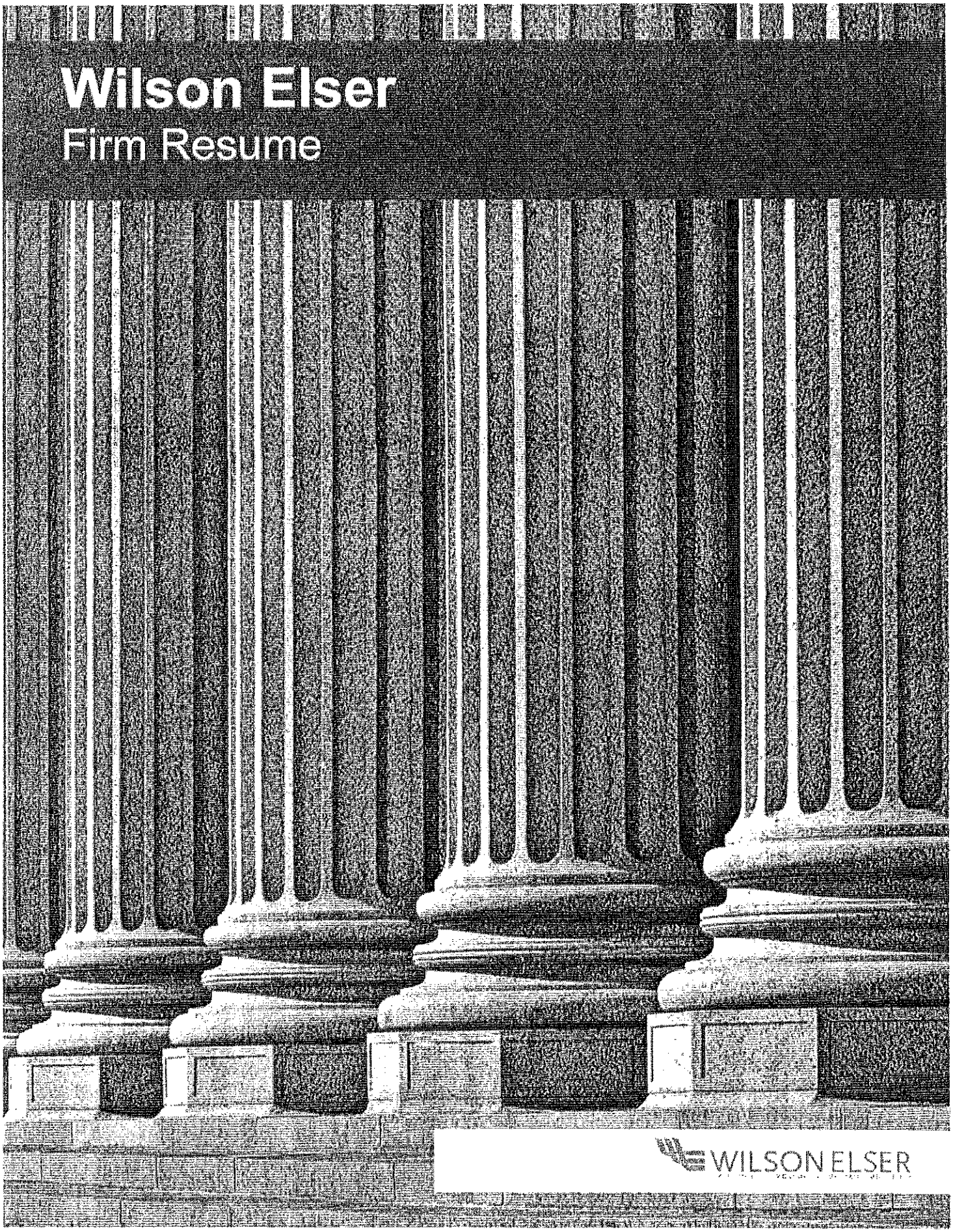
Signature

Partner
Title

6 / 3 / 16
Date

Wilson Elser

Firm Resume



WILSON ELSER

WILSON ELSER

FIRM RESUME

About Wilson Elser

Wilson Elser serves clients of all sizes, across multiple industries and around the world. We provide full-service, first-class legal services, spanning the spectrum of litigation and related areas. We apply the discipline and diligence of effective litigation to virtually all areas of the law, drawing on a comprehensive roster of legal services to create multidisciplinary teams that give each client matter the best of the firm's collective intelligence and capabilities.

Since our founding in 1978, we have enjoyed steady growth to become one of the largest and most influential law firms in the nation. With nearly 800 attorneys in 30 offices strategically located throughout the United States and another in London, Wilson Elser is ranked within *The American Lawyer* 200 and *National Law Journal* 350. A listing of our offices is appended to this firm resume.

Our firm's uncommonly high concentration of seasoned senior litigators gives us an advantage when handling our clients' most challenging and technical cases. More broadly, many of our attorneys have specialized degrees in business, engineering, medicine and accounting, as well as extensive on the ground professional experience, which translate into client solutions that work in the real world.

While our heritage is in insurance coverage and defense, we have since broadened our offering with impressive credentials in government affairs, especially in our home state of New York, as well as financial and transactional services.

Municipal/Local Government Experience

Wilson Elser offers municipalities, quasi-public agencies and other government entities the services of a significant Municipal/Local Government practice that enjoys an enviable track record of success.

Acknowledging that our municipal clients' first priority is to advance the objectives of their communities or organizations, we bring to bear the relevant experience required to thoroughly and sensibly analyze their most complex issues and to identify appropriate, cost-effective recommendations. We frequently assist clients through early assessment and negotiations, alternative dispute resolution methods or summary judgment motions. When early resolutions are not practical, we do not hesitate to try cases in court. In fact, we have earned our reputation as one of the largest and most successful trial firms in the country.

As clients increasingly express interest in working with an integrated legal team, Wilson Elser has been quick to accommodate them. Our practice team model ensures that the firm's vast municipal experience is concentrated within one manageably sized group that is responsive to each client through a single point of contact.

Behind our Municipal/Local Government practice is a full-service firm, any part of which can be leveraged on our clients' behalf. Collaboration among Wilson Elser attorneys from various disciplines is frequent and spawns innovative solutions to complex legal challenges. Whether mounting a defense at trial, filing a motion for appeal or leveraging our experience in related practice areas, we are committed to providing our clients with capable assistance in all matters of municipal law.

Assisting Public Entities with Operating Efficiencies

Our attorneys are frequently engaged by municipal and other government officials to advise them with respect to a broad range of operational and compliance issues. Matters include contracts and bidding, budget and finance, creation of special districts, public/private partnerships, inter-municipal agreements, consolidation, annexation, referenda, sewer and water systems, environmental compliance, home rule, drafting local laws as well as ordinances and resolutions, board practices and procedures, freedom of information, ethics compliance, investigations, utility franchises and self-insurance.

Defending Public Safety Providers

We regularly defend police officers, firefighters, social services personnel and other first responders, as well as the government agencies for which they work. Cases involve civil rights claims under 42 USC § 1983 and other claims alleging wrongful arrest, Fourth Amendment search and seizure violations, use of excessive force, Eighth Amendment violations, failure to protect and negligence in the performance of their duty.

Representing Government Interests

Our attorneys routinely advise public bodies and their officials with respect to matters that are, or are likely to be, litigated. We appear on their behalf in courts and other tribunals to defend them in matters such as employment discrimination cases, article 78 proceedings, First Amendment and other constitutional claims, land use litigation, punitive damage claims, assessment and tax-exemption litigation, eminent domain proceedings, GML 207-a and 207-c issues, general municipal liability defense, and asbestos and lead paint claims.

Advocating for Public Entities on Appeal

When litigated controversies result in appeals, our active and accomplished team of appellate attorneys is prepared to assist our municipal clients by navigating the unique procedural aspects of appellate practice. They prepare and deliver arguments that present the most likely chance of success on appeal, as they endeavor to influence the development of the law in ways that are favorable to clients' interests.

Advancing Relationships Among Government Entities

Some issues that public entities face are more efficiently and effectively resolved by working with state legislators and regulators to develop mutually beneficial results. Our Government Affairs team, which is the largest lobbying firm in New York, is especially skilled at identifying those issues and navigating the intricacies of government at all levels to address and resolve them.

Supporting Municipalities in the Exercise of Their Regulatory Authority

We understand the municipality's perspective on land use and other regulatory issues. We regularly advise and represent governing boards, planning boards, zoning boards of appeal and government regulators in matters involving subdivision and site-plan review, comprehensive plans, SEQRA compliance, variances, special-use permits, rezoning, architectural review, historic preservation, development agreements, impact fees, RLUIPA, wireless telecommunications and zoning enforcement.

WILSON ELSER

A Uniquely Local Presence

Wilson Elser's dedicated Municipal/Local Government practice is staffed by accomplished attorneys who have worked with numerous municipalities throughout the state. We serve as a "one-stop shop" for virtually all related legal needs yielding cost and time efficiencies that many of our municipal clients appreciate.

Our Garden City office places us in the middle of Long Island, with its more than 7 million inhabitants and its vibrant business and industrial community. In addition to Garden City, our NYC 42nd Street and White Plains offices round out our "New York Metro" presence. Our resident attorneys bring to bear the relevant experience required to thoroughly and sensibly analyze Nassau County's most complex issues and to identify appropriate, cost-effective recommendations.

In addition to Nassau County, following is a list of municipal clients that we have represented:

- Athens Local Development Corporation
- Battery Park City Authority
- Catskill Local Development Corporation
- City of Long Beach, New York
- City of Newburgh, New York
- City of New Rochelle, New York
- City of Peekskill, New York
- City of Rye, New York
- City of White Plains, New York
- City of Yonkers, New York
- New York City Housing Authority
- Putnam County
- Town of Clarkstown, New York
- Town of Coeymans, New York
- Town of Colonie, New York
- Town of Eastchester, New York
- Town of Greenburgh, New York
- Town of Haverstraw, New York
- Town of Orangetown, New York
- Town of Rensselaerville, New York
- Town of Thompson, New York
- Town of Wawarsing, New York Planning Board
- Village of Catskill, New York
- Village of Catskill Water Department, New York
- Village of Freeport, New York
- Village of Mamaroneck, New York
- Village of Pelham, New York
- Village of Pelham Manor, New York
- Village of Saugerties, New York
- Village of Saugerties Water Department, New York
- Westchester County

OFFICES

WILSON ELSER

ALBANY
527 Broadway
Albany, NY 12207
518.449.8893

AUSTIN
2000 East 6th Street
Austin, TX 78702
512.921.1951

BALTIMORE
500 East Pratt Street
Baltimore, MD 21202
410.539.1800

BEAUMONT
Century Tower
550 Fannin Street
Beaumont, TX 77701
409.838.8100

BOSTON
260 Franklin Street
Boston, MA 02110
617.422.5300

CHICAGO
55 West Monroe Street
Chicago, IL 60603
312.704.0550

DALLAS
Bank of America Plaza
901 Main Street,
Dallas, TX 75202
214.698.8000

DENVER
1225 17th Street
Denver, CO 80202
303.572.5300

EDWARDSVILLE
101 West Vandalia Street
Edwardsville, IL 62025
618.307.0200

GARDEN CITY
666 Old Country Road
Garden City, NY 11530
516.228.8900

HARTFORD
100 Pearl Street
Hartford, CT 06103
860.249.7129

HOUSTON
909 Fannin Street
Houston, TX 77010
713.353.2000

KENTUCKY
100 Mallard Creek Road
Louisville, KY 40207
502.238.8500

LAS VEGAS
300 South 4th Street
Las Vegas, NV 89101
702.727.1400

LONDON
65 Fenchurch Street
London, EC3M 4BE
United Kingdom
+44 20 7553.8383

LOS ANGELES
555 South Flower Street
Los Angeles, CA 90071
213.443.5100

MIAMI
100 Southeast Second Street
Miami, FL 33131
305 374.4400

MICHIGAN
Laurel Office Park III
17197 N. Laurel Park Drive
Livonia, MI 48152
313.327.3100

MILWAUKEE
740 North Plankinton Avenue
Milwaukee, WI 53203
414.276.8816

NEW JERSEY
200 Campus Drive
Florham Park, NJ 07932
973.624.0800

NEW ORLEANS
650 Poydras Street
New Orleans, LA 70130
504.299.3424

NEW YORK
150 East 42nd Street
New York, NY 10017
212.490 3000

ORLANDO
111 North Orange Avenue
Orlando, FL 32801
407.203.7599

PHILADELPHIA
Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
215.627.6900

SAN DIEGO
655 West Broadway
San Diego, CA 92101
619.321.6200

SAN FRANCISCO
525 Market Street
San Francisco, CA 94105
415.433.0990

STAMFORD
1010 Washington Boulevard
Stamford, CT 06901
203.388.9100

VIRGINIA
8444 Westpark Drive
Mclean, VA 22102
703.245.9300

WASHINGTON, DC
700 11th Street, NW
Washington, DC 20001
202.626.7660

WEST PALM BEACH
777 South Flagler Drive
West Palm Beach, FL 33401
561.515.4000

WHITE PLAINS
1133 Westchester Avenue
White Plains, NY 10604
914.323.7000

Coverage accurate at time of publication.
Information is subject to change.

WILSON ELSER

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHED

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

SEE ATTACHED

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

N/A

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

N/A

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

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

Dated: 6/3/15

Signed: [signature]

Print Name: Robert A Stolzman

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Balocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

WILSON ELSER

OFFICES

Albany	677 Broadway Albany, NY 12207 Directions	p. 518.449.8893 f. 518.449.8927
Austin	2000 East 6th Street Suite 7 Austin, TX 78702 Directions	p. 512.921.1951
Baltimore	500 East Pratt Street Suite 600 Baltimore, MD 21202 Directions	p. 410.539.1800 f. 410.962.8758
Beaumont	Century Tower 550 Fannin Street, Suite 800 Beaumont, TX 77701 Directions	p. 409.600.8100
Boston	260 Franklin Street 14th Floor Boston, MA 02110 Directions	p. 617.422.5300 f. 617.423.6917
Chicago	55 West Monroe Street Suite 3800 Chicago, IL 60603 Directions	p. 312.704.0550 f. 312.704.1522

Dallas	Bank of America Plaza 901 Main Street, Suite 4800 Dallas, TX 75202 Directions	p. 214.698.8000 f. 214.698.1101
Denver	1225 17th Street 27th Floor Denver, CO 80202 Directions	p. 303.572.5300 f. 303.572.5301
Edwardsville	101 West Vandalia Street Edwardsville, IL 62025 Directions	p. 618.307.0200 f. 618.307.0221
Garden City	666 Old Country Road Suite 510 Garden City, NY 11530 Directions	p. 516.228.8900 f. 516.228.0200
Hartford	100 Pearl Street 14th Floor Hartford, CT 06103 Directions	p. 860.249.7129 f. 860.249.7001
Houston	909 Fannin Street Suite 3300 Houston, TX 77010 Directions	p. 713.353.2000 f. 713.785.7780
Kentucky	100 Mallard Creek Road Suite 250 Louisville, KY 40207 Directions	p. 502.238.8500 f. 502.238.7995
Las Vegas	300 South 4th Street 11th Floor Las Vegas, NV 89101 Directions	p. 702.727.1400 f. 702.727.1401
London	65 Fenchurch Street London, EC3M 4BE United Kingdom Directions	p. +44.20.7553.8383 f. +44.20.7553.8399

Los Angeles	555 S. Flower Street Suite 2900 Los Angeles, CA 90071 Directions	p. 213.443.5100 f. 213.443.5101
Miami	100 Southeast Second Street Suite 3800 Miami, FL 33131 Directions	p. 305.374.4400 f. 305.579.0261
Michigan	Laurel Office Park III 17197 N. Laurel Park Drive, Suite 201 Livonia, MI 48152 Directions	p. 313.327.3100 f. 313.327.3101
Milwaukee	740 North Plankinton Avenue Suite 600 Milwaukee, WI 53203 Directions	p. 414.276.8816 f. 414.276.8819
New Jersey	200 Campus Drive Florham Park, NJ 07932 Directions	p. 973.624.0800 f. 973.624.0808
New Orleans	650 Poydras Street Suite 2005 New Orleans, LA 70130 Directions	p. 504.702.1710 f. 504.702.1715
New York	150 East 42nd Street New York, NY 10017 Directions	p. 212.490.3000 f. 212.490.3038
Orlando	111 North Orange Avenue Suite 1200 Orlando, FL 32801 Directions	p. 407.203.7599 f. 407.648.1376
	Two Commerce Square	

Philadelphia	2001 Market Street, Suite 3100 19103Directions	p. 215.627.6900 f. 215.627.2665
San Diego	655 West Broadway Suite 900 San Diego, CA 92101 Directions	p. 619.321.6200 f. 619.321.6201
San Francisco	525 Market Street 17th Floor San Francisco, CA 94105 Directions	p. 415.433.0990 f. 415.434.1370
Stamford	1010 Washington Boulevard Stamford, CT 06901 Directions	p. 203.388.9100 f. 203.388.9101
Virginia	8444 Westpark Drive Suite 510 McLean, VA 22102 Directions	p. 703.245.9300 f. 703.245.9301
Washington, DC	700 11th Street, NW Suite 400 Washington, DC 20001 Directions	p. 202.626.7660 f. 202.628.3606
West Palm Beach	777 South Flagler Drive Suite 800 West Palm Beach, FL 33401 Directions	p. 561.515.4000 f. 561.515.4001
White Plains	1133 Westchester Avenue White Plains, NY 10604 Directions	p. 914.323.7000 f. 914.323.7001

Wilson Elser

Nearly 800 attorneys strong, our firm serves clients of all sizes, across multiple industries. Wilson Elser has 30 strategically located offices in the United States and another

scale has made us one of the nation's most influential law firms, ranked in the Am Law 200 and in the top 50 of the National Law Journal 350.

© 2016 Wilson Elser

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County has negotiated a personal services agreement with Wilson Elser Moskowitz Edelman & Dicker LLP to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Wilson Elser Moskowitz Edelman & Dicker LLP

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on June 1, 2016 and shall terminate on May 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Fifty Thousand Dollars ($250,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel:	$275.00
(ii) Associate:	$255.00
(iii) Paralegal/Law Clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such

appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Twenty-five Thousand Dollars ($125,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as

not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to

be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

[Remainder of Page Intentionally Left Blank.]

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

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: ROBERT A SPOLZINO

Title: PARTNER

Date: 6/8/18

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of June in the year 2016 before me personally came Robert Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the partner of Wilson Elser, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Rimma Altshuler
NOTARY PUBLIC

RIMMA ALTSHULER
NOTARY PUBLIC, State of New York
No. 01AL6155219
Qualified in Westchester County
Commission Expires November 6, 2019

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

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

JOHN RESTIVO and DENNIS HALSTEAD, Plaintiffs, v. NASSAU COUNTY, a municipality; NASSAU COUNTY ATTORNEY'S OFFICE; CARNELL FOSKEY, in his official capacity; et al., Index No. 16-cv-2492

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Appellate
2. Bankruptcy
3. Commercial Litigation
4. Construction Litigation
5. Employment and Labor
6. Environmental
7. Federal Civil Rights Section 1983
8. Municipal
9. Real Property

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 3800, CHICAGO IL 60603 (Address)

312-704-0550 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/6/16
Dated

Signature of Chief Executive Officer

DANIEL J. McMAHON
Name of Chief Executive Officer

Sworn to before me this

6 day of June, 2016

Stephanie N. Reda
Notary Public

STEPHANIE NICOLE REDA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RE6314816
Qualified in Westchester County
My Commission Expires November 17, 2018

Contract ID# CQCC16000003

Department: Correctional Center

E-154-16

Contract Details

SERVICE: Chaplaincy

NIFS ID # :CQCC16000003 NIFS Entry Date: 01/06/16 Term: from 1/1/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Vendor	
Nassau Council of Black Clergy T/A Unified Council of Churches	Vendor ID# 112655987
Address 569 National Blvd. Long Beach, NY 11561	Contact Person Rev. Dolores Miller
	Phone 516-432-6319 or 516-572-1478 e-mail:

County Department
Department Contact Narda Hall
Address 100 Carmen Ave. East Meadow, NY 11554
Phone 516-572-3810

Routing Slip

DATE Recd	DEPARTMENT	Internal Verification	DATE Appvd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	2/4/16		
	OMB	*NIFS Approval (Contractor Registered)* ☐	2/10/16		Yes ☐ No ☐ Not required if blanket resolution
2/15/16	County Attorney	*CA RE & Insurance Verification* ☑	2/16/16		
2/16/16	County Attorney	*CA Approval as to form* ☑	2/19/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
3/18/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/21/16		

PR5254 (1/06)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 15 P 3:33

Contract ID# CQCC16000003

Department: Correctional Center

Contract Summary

Description: Chaplaincy term 1/1/16-12/31/16

Purpose: To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.

Method of Procurement: From prior year.

Procurement History: new contract as in prior years.

Description of General Provisions: New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

Impact on Funding / Price Analysis: Funds required for the period 1/1/16-12/31/16 with a budget impact of $40,000.00 / yr.
There is no other source of funding for this item.

Change in Contract from Prior Procurement:
NONE

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1310
Object:	510
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$40,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$40,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1310/DE510	$40,000.00
2		$
3		$
4		$
5		$
6		$
TOTAL		$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Kelly **Date:** 1/6/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/28/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Nassau Council of Black Clergy T/A Unified Council of Churches

2. Dollar amount requiring NIFA approval: $ $40,000.00

Amount to be encumbered: $ 40,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/16-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing contract

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % 100

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No

Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A

Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

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

New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQCC13000006-03 Nassau Council of Black Clergy T/A Unified Council of Churches

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon 2/11/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF CORRECTION AND THE NASSAU COUNCIL OF BLACK CLERGY, INC. T/A UNIFIED COUNCIL OF CHURCHES

WHEREAS, the County has negotiated a personal services agreement with the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches to provide duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 9:18 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX :
ORGANIZATION : CC NC SHERIFF/CORRECTIONAL CENTER
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	AA	SALARIES,	115,957,772	115,957,772	12,145,486	103,812,286
	AC	WORKERS CO	8,275,342	8,275,342	581,360	7,693,982
	BB	EQUIPMENT	33,235	33,235	1,852	31,383
	DD	GENERAL EX	3,153,430	3,153,430	512,774	2,640,656
	DE	CONTRACTUA	17,029,617	17,029,617	-123,314	17,152,931
	DF	UTILITY CO	2,095,000	2,095,000	99,763	1,995,237
		EXP TOTAL	146,544,396	146,544,396	13,217,921	133,326,475

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR SUMMARY 9:18 AM
ACTIVE
FISCAL MO/YEAR : 02 2016
VENDOR NUMBER : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC
VENDOR ALPHA : NASSAU COUNCIL BLCK CLRGY

S VENDOR SUMMARY	FEB 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	-97.80
RETAINAGES	.00	.00	.00
ACCRUALS	.00	-3,333.33	161.34
PAYMENTS	.00	3,333.33	1,056,547.60
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	3,333.33	3,333.33
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/20/2016	136P	VDCC15000235 01	CCGEN1310	DE510			13 2015
	01/20/2016	*DECEMBER2015*						-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 12 2015 DEC 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted]01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	12/22/2015	136P	VDCC15000226 01	CCGEN1310	DE510			12 2015
	12/16/2015	*NOVEMBER2015*						-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE / DUE DATE	T/C	DOCUMENT / DESCRIPTION	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD / AMOUNT
	11/12/2015	136P	VDCC15000176 01	CCGEN1310	DE510			11 2015
	10/20/2015		*SEPTEMBER-2015*					-3,333.33
	11/25/2015	136P	VDCC15000204 01	CCGEN1310	DE510			11 2015
	11/09/2015		*OCTOBER-2015*					-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	10/20/2015	136P	VDCC15000154 01	CCGEN1310	DE510			10 2015
	09/14/2015	*AUGUST-2015*						-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/12/2015	136P	VDCC15000144 01	CCGEN1310	DE510			08 2015
	08/04/2015	*JULY-2015*						-3,333.33

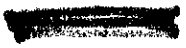
F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/06/2015	136P	VDCC15000106 01	CCGEN1310	DE510			07 2015
	06/04/2015	*MAY2015*						-3,333.33
	07/30/2015	136P	VDCC15000141 01	CCGEN1310	DE510			07 2015
	07/13/2015	*JUNE-2015*						-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND



FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:18 AM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	06/24/2015	136P	VDCC15000088 01	CCGEN1310	DE510			06 2015
	05/26/2015	*APRIL-2015*						-3,333.33

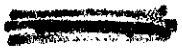
F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:19 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT		INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION							AMOUNT
	05/12/2015	136P	VDCC15000033	01	CCGEN1310	DE510			05 2015
	04/22/2015	*JANUARY2015*							-3,333.33
	05/12/2015	136P	VDCC15000034	01	CCGEN1310	DE510			05 2015
	04/22/2015	*FEBRUARY2015*							-3,333.33
	05/14/2015	136P	VDCC15000066	01	CCGEN1310	DE510			05 2015
	04/22/2015	*MARCH-15*							-3,333.33

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND



FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/11/2016
LINK TO: VENDOR DETAIL 9:19 AM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR :[redacted] 01 NASSAU COUNCIL OF BLACK CLERGY INC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	03/18/2015	109	CLCC15000004 01	CCGEN1310	DE510			03 2015
		CHAPLAINCY 1/1/15-12/31/15						40,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML4010 V4.2 NIFS PRODUCTION SYSTEM 01/06/2016
LINK TO: DOCUMENT HEADER 11:24 AM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: KELLY, KATHLEEN 2-3810		
DOCUMENT NUMBER	: CQCC16000003	INITIATING DEPT	: CC
INPUT PERIOD (MM YYYY)	: 01 2016 JANUARY		
VENDOR NUMBER / SUFFIX	: [redacted] 01	APPROVAL TYPE	: 01
VENDOR NAME	: NASSAU COUNCIL OF BLACK CLERGY INC		
VENDOR ADDRESS	: 569 NATIONAL BLVD		
	LONG BEACH	NY 11561	
COUNTRY	: USA		
ALPHA VENDOR	: NASSAU COUNCIL BLCK CLRGY		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 40,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: N
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

FAML4050 V4.2 NIFS PRODUCTION SYSTEM 01/06/2016
LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 11:24 AM

DOCUMENT : CQCC16000003 - 02 INPUT PER: 01 2016 AMOUNT : 40,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : CHAPLAINCY 1/1/16-12/31/16
TRANS AMOUNT :
INDEX : CCGEN1310 REHABILITATION UNIT
SUBOBJECT : DE510 CHAPLAINCY
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G001 - RECORD SAVED

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Nassau Council of Black Clergy T/A Unified Council of Churches

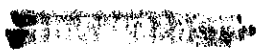
CONTRACTOR ADDRESS: 569 National Blvd., Long Beach, NY 11561

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☑ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

2/4/16
Date

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Fourty Thousand Dollars ($40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents ($3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.

(b) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department, Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

20. Administrative Service Charge. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By: Rev Delores Miller
Name: Rev. Delores Miller
Title: President of NCoBC - United Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By:_____
Name: Rev. Deloses Miller
Title: president of NCoBC – Unified Council of churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 29 day of December in the year 2015 before me personally came Delores Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County Interfaith Housing Development Corporation, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

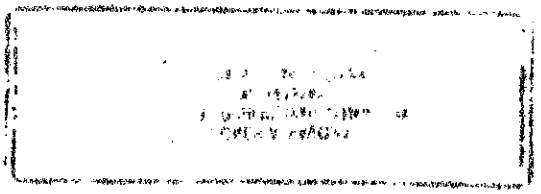
NOTARY PUBLIC

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

On the 29 day of Dec in the year 2015 before me personally came William Meisner to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4618181
Qualified in Nassau County 2019
Commission Expires April 30, 19



CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at 100 Carman Ave, East Meadow, New York 11554 (the "Department"), and (ii) the Nassau Council of Black Clergy, Inc. T/A Unified Council of Churches, [New York State] [not-for-profit corporation], having its principal office at 569 National Blvd., Long Beach, NY 11561 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 subject to extension or sooner termination as provided in this Agreement. At the sole option of the County, the term of this Agreement may be renewed for up to two additional one year periods upon the same terms and conditions.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of designation and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Fourty Thousand Dollars ($40,000.00), payable as follows: in equal monthly installments of Three Thousand Three Hundred Thirty Three Dollars and Thirty Three cents ($3,333.330),in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County. The rates are inclusive of all expenses and all other costs incidental to services to be provided by Contractor under this Agreement, including travel.

(b) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

II) The voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this

Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department, Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a

Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights

and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

20. Administrative Service Charge. Inasmuch as the contractor is a not-for profit religious of charitable organization, the County waives imposition of the administrative charge.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By: Rev. Delores Miller
Name: Rev. Delores Miller
Title: President of NCoBC + United Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NASSAU COUNCIL OF BLACK CLERGY, INC. T/A
UNIFIED COUNCIL OF CHURCHES

By:_____
Name: Rev. Delores Miller
Title: President of NCoBC + Unified Council of Churches
Date: 12/29/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 29 day of December in the year 2015 before me personally came Delores Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Nassau County Black Democratic Committee the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

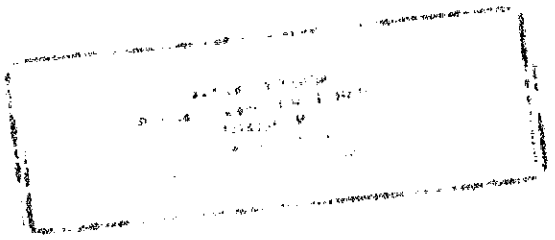
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of Dec. in the year 2015 before me personally came Delores M. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4619181
Qualified in Nassau County
Commission Expires April 30, 19
APR. 30, 19

Agnes A. Savona



Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel

necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Rev. Delores Miller (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has Not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

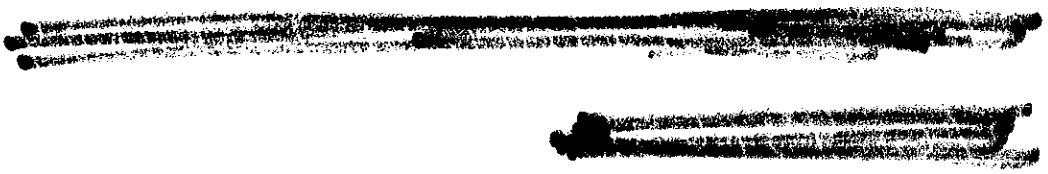
_____

_____

_____

_____

_____



4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has No has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

_____ Rev. Delores Miller
Dated Signature of Chief Executive Officer

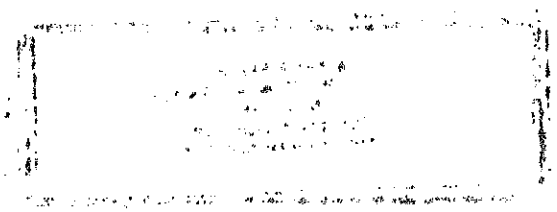
Delores Miller
Name of Chief Executive Officer

Sworn to before me this

19 day of Dec., 2014.

Agnes A. Savona

AGNES A SAVONA
NOTARY PUBLIC, State of New York
No. 4618101
Qualified in Nassau County
Commission Expires April 30, 2019



COUNTY OF NASSAU

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

1. Name of the Entity: The Unified Council of Clergy, Inc. a.k.a. Nassau Council of Black Clergy

Address: c/o 569 National Blvd.

City, State and Zip Code: Long Beach, NY 11561

2. Entity's Vendor Identification Number: 11-2655987

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non-profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Rev. Dolores Miller

Rev. Jonathan Wharton

Rev. Doris Stephens

Pastor Mattie Price

Pastor Hazel Woodley

Pastor Theresa Curry

Evang. Paulette Brown

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

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: 1/9/2016

Signed: Rev Delores Miller

Print Name: Delores Miller

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: United Council of Clergy, Inc aka: Nassau Council of Black Clergy

Dated: 5/5/16

Signed: Rev. Delores Miller PD

Print Name: Rev. Delores Miller

Title: President

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/5/16

1) Proposer's Legal Name: United Council of Black Clergy
aka: Nassau County Black Clergy

2) Address of Place of Business: c/o: 5169 National Blvd, Long Beach, NY 11561

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516 [redacted] Rev. Stephens
516 [redacted] Rev. Miller

Does the business own or rent its facilities? NO

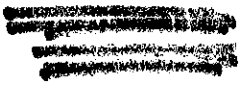
4) Dun and Bradstreet number: 009830212

5) Federal I.D. Number: 11-2655987

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____
Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: Evangel Revival Community church

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____



9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____
All tax returns are up to date.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Adherence to organizational bylaws

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person Elder Carolyn Morris

Address _____

City/State Freeport, NY

Telephone 516-784-8044

Fax # _____

E-Mail Address _____

Company _____

Contact Person Rev. Francine Gilliam

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company Long Beach Martin Luther King Center Inc

Contact Person Paster Myrnessa Steve

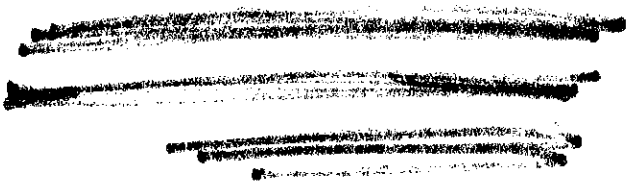
Address [redacted]

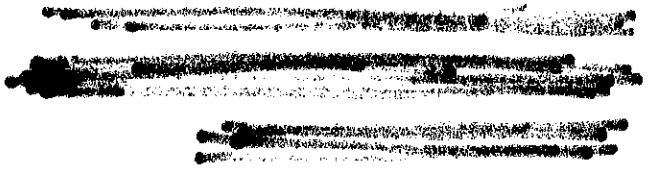
City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____





CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Rev. Delores Miller, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23rd day of MAY 2016

Notary Public

ANNA MIECZKOWSKA
Notary Public - State of New York
NO. 01MI6137585
Qualified in Nassau County
My Commission Expires Jan 30, 2018

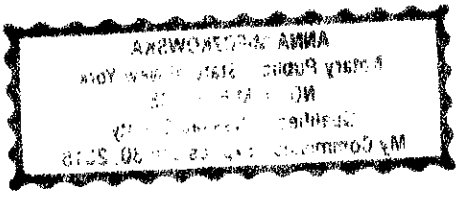
Name of submitting business: Unified Council of Clergy
aka: Nassau Council of Black Clergy

By: Rev. Delores Miller
Print name

Rev. Delores Miller - Delores Miller
Signature

President
Title

5 / 23 / 16
Date



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

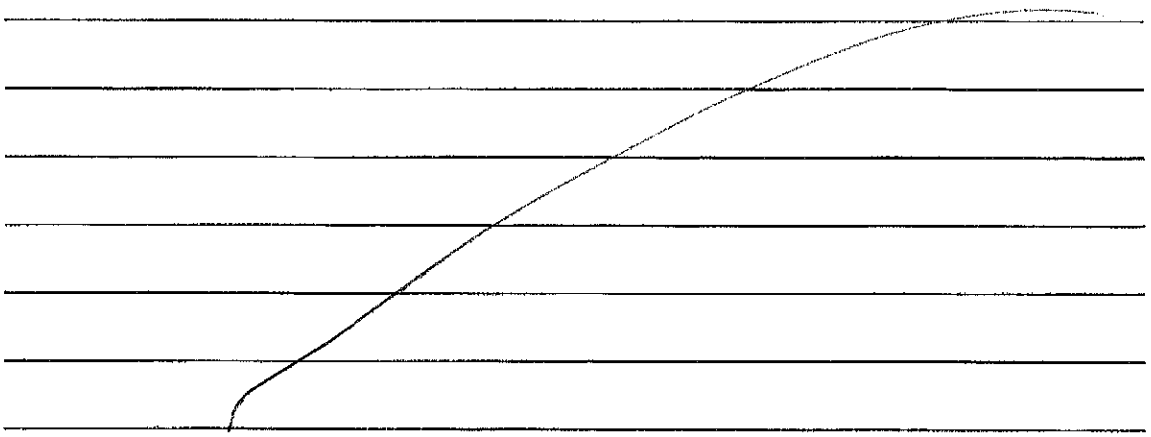
N/A

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

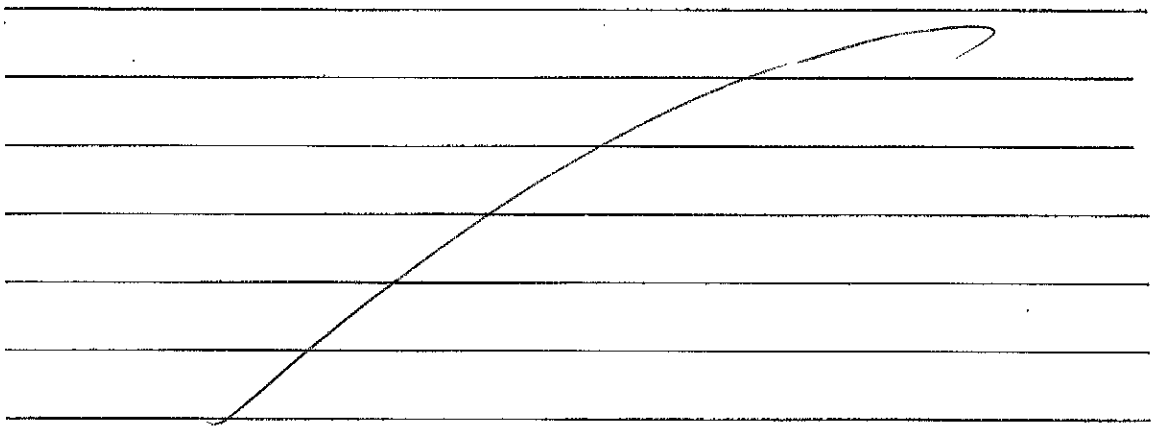
N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

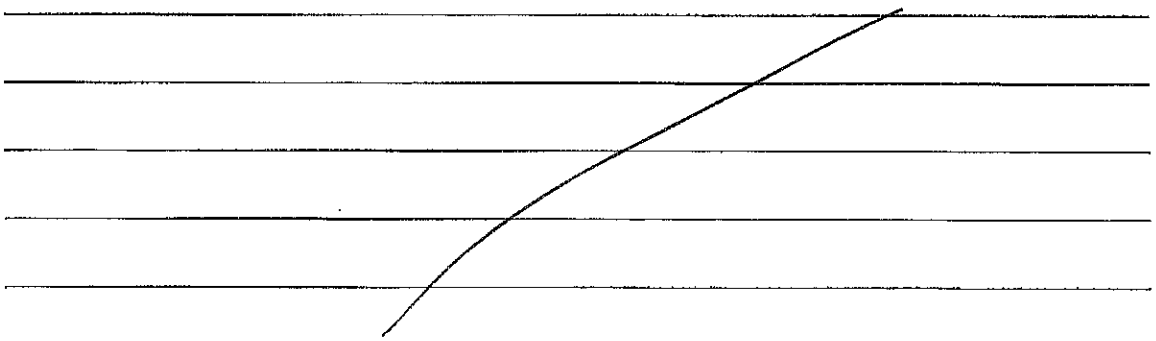
N/A



4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**



5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:



6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

_____

_____

_____

_____

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/1/16

Signed: Delores Miller

Print Name: Delores Miller

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

We are volunteers

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

~~[illegible]~~ Unified Council of Clergy
aka
Nassau Council of Black Clergy

Rev. 3-2016

* Vision of Hope Campaigners [illegible]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ✓
If Yes, provide details. NCBBC
Yes- Unified Council of Clergy / No- Vision of Hope Caregivers

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.
All taxes are up to date.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Delores Miller, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of May 2016

Notary Public

JOSEPH D. BONDS
Notary Public, State of New York
Reg# 01BO4753875
Commission Expires 05-31-2019
Qualified in Queens County

NCOBC/Unified Council of Clergy
Name of submitting business

Delores Miller
Print name

Delores Miller
Signature

President
Title

6, 1, 16
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2016

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
MILLER & MILLER INS AGENCY INC/PHS 162627 P:(866) 467-8730 F:(888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Sentinel Ins Co LTD	
INSURED	INSURER B:	
	INSURER C:	
NASSAU COUNCIL OF BLACK CLERGY INC 569 NATIONAL BLVD LONG BEACH NY 11561	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			[redacted]	06/03/2016	06/03/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVEY/N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE- EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserve

The ACORD name and logo are registered marks of ACORD

MILLER & MILLER INS AGENCY INC/PHS
301 WOODS PARK DRIVE
CLINTON NY 13323

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW NY 11554

021172 2/2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2016

THIS CERTIFICATEIS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
PAYCHEX INSURANCE AGENCY INC 210705 P: F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

NASSAU COUNCIL OF BLACK CLERGY INC
569 NATIONAL BLVD
LONG BEACH NY 11561

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		[redacted]	03/01/2016	03/01/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE- EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

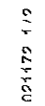
© 1988-2015 ACORD CORPORATION. All rights reserved

 The ACORD name and logo are registered marks of ACORD

PAYCHEX INSURANCE AGENCY INC
PO BOX 33015
SAN ANTONIO TX 78265

MB 01 021172 55762 B 63 A

NASSAU COUNTY JAIL
100 CARMAN AVE
EAST MEADOW NY 11554-1160



Contract ID# CQPR013000001

Department: Office of Purchasing

E-156-16

Contract Details

SERVICE:

NIFS ID #: CLPR1600001 NIFS Entry Date: 5/10/16Term: 7-1-16 to 6/30/18

New Renewal X	
Amendment	
Time Extension X	
Addl. Funds	
Blanket Resolution RES#	

1) Mandated Program:	Yes	No X
2) Comptroller Approval Form Attached:	Yes X	No
3) CSEA Agreement § 32 Compliance Attached:	Yes	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
5) Insurance Required	Yes	No

Agency Information

Vendor	
Name Auction International, Inc.	Vendor ID# 320038079
Address 11167 Big Tree Rd. East Aurora, NY 14052	Contact Person Russ Scherrer
	Phone 716-870-8950

County Department
Department Contact Eric Naughton
Address 1 West Street, 1st Floor Mineola, NY 11501
Phone 516-571-0528

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered*	5/10/16 5/11/16	Kathleen Cayo	
	OMB	*NIFS Approval (Contractor Registered)* ☐	5/11/16		Yes☐ No☑ Not required if blanket resolution
6/1/16	County Attorney	*CA RE & Insurance Verification* ☑	6/1/16		
6/1/16	County Attorney	*CA Approval as to form* ☑	6/1/16		Yes☑ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

Contract Summary

Description: Procurement Accounts with JP Morgan Chase

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 16 P 3:40

Contract ID# CQPR013000001

Department: Office of Purchasing

Purpose:

The Contractor shall provide for the sale of County owed assets by online auction

Method of Procurement:

The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013 was procured as follows: Three Contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time situation in commencing work. The three contractors solicited were ProperyRoom.com, Public Surplus and Auction International, Inc. All Three Contactors submitted proposals in response to the solicitation. After review of the proposals, Auction International, Inc. was selected based upon their experience, expertise and availability.

Procurement History:

Nassau County has been under contract with Auction International for the last 8 Years for this function

Description of General Provisions:

As described above.

Impact on Funding / Price Analysis:

None

Change in Contract from Prior Procurement:

Renewal – Extension of time for two year.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	10
Resp:	1100
Object:	DD 419
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other Grant	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGEN1100 DD 419	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Cayon **Date:** 5-10-16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Auction International

2. Dollar amount requiring NIFA approval: $ 0.01

Amount to be encumbered: $ 0.01

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 07/01/2016-06/30/2018

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

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

Provide On-line auction services for sale of County property

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPR13000001 - $0.01

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY EXECUTIVE AND AUCTIONS INTERNATIONAL, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Auctions International, Inc. to provide for the sale of County owned assets by online auction, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Auctions International, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Auction International

CONTRACTOR ADDRESS: 11167 Big Tree Rd, East Aurora NY 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on 1/29/13 date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after it was determined that the streamlined procurement method would be appropriate given the time situation in commencing work. The three contractors solicited were ProperyRoom.com, Public Surplus and Auction International, Inc. All Three Contactors submitted proposals in response to the solicitation. After review of the proposals, Auction International, Inc. was selected based upon their experience, expertise and availability
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature
Eric Naughton
5/11/2016
Date

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

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO - NO CONTRIBUTIONS MADE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: AUCTIONS INTERNATIONAL INC.

Dated: 05/12/2021

Signed:

Print Name: RUSS SCHERER

Title: PRESIDENT

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None - NO

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/26/16

Signed: [signature]

Print Name: Russ Schreier

Title: President

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Russ Scherrer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 11167 Big tree Rd
   City/state/zip East Aurora Ny 14052
   Telephone 800-536-1401
   Other present address(es) (NONE)
   City/state/zip (None)
   Telephone 1-800-536-1401 / 716-656-1400
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 5 / 18 / 15 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100% Shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details. Owner of East Aurora Auction and expo center ~~(flee and farmers)~~ (flee and farmers market)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Russ Schreiber, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of May 2016

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

Name of submitting business: Auctions International Inc.

By: Russ Schreiber
Print name

Signature

President
Title

05 / 12 / 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/12/2016

1) Proposer's Legal Name: Auctions International Inc.

2) Address of Place of Business: 11167 Big Tree Rd. East Aurora NY

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): N/A

Phone: (800) 536-1401

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 146703369

5) Federal I.D. Number: 32-0038079

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes X No __ If Yes, please provide details: DBA's not related to Auction industry

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details._____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

IF A SITUATION AROSE - WE WOULD CONTACT THE COUNTY AND LOOK TO THEIR GUIDANCE IN A RESOLUTION

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company State of Vermont - Surplus Property

Contact Person Teresa Lewis

Address 1078 US Route #2

City/State Montpelier VT 05602

Telephone (802) 828-1006

Fax # _____

E-Mail Address _____

Company COMMONWEALTH OF MASSACHUSETTS SURPLUS

Contact Person PAUL GUERINO

Address 1 ASHBURTON PLACE

City/State BOSTON MA 02108

Telephone 617-720-3300

Fax # 617-727-4527

E-Mail Address _____

Company COUNTY OF ROCKLAND NY

Contact Person PAUL BRENNAN

Address 50 SANITORIUM ROAD, BLDG A, 2ND FL

City/State POMONA NY 10970

Telephone 845-364-3824

Fax # _____

E-Mail Address _____

Section 3- Company Information

New York 'C' Corporation:	Inc. Date:	Employer ID:
Auctions International, Inc.	8/2002	320038079

Headquarters	Telephone	Facsimile
11167 Big Tree Road, East Aurora, NY 14052	800-536-1401	800-569-3334

Website	Email
www.AuctionsInternational.com	rich@auctionsinternational.com

Company History
Conducted live and online auctions as Scherrer Auctions from 1989 to 2004. Auctions International, Inc. was founded in 2002. Scherrer Auctions was closed in 2004, with all business activity transferred to Auctions International, Inc. Our clients include state, county and local government agencies, educational institutions, state and municipal authorities, plus police and fire departments. Auctions International is NOT a subsidiary of any other company. We are currently registered with the Department of State to conduct business in New York and are authorized to collect sales taxes.

Ownership
Russ Scherrer- Senior Auctioneer is 100% shareholder and owner of Auctions International, Inc

Corporate Officers - Authorized to Enter Binding Agreements
Russ Scherrer, President/ Senior Auctioneer

Annual Business
15 to 25 live auctions per year, with 3000+ online silent auctions each year, and personal property appraisal services.

Legal Consultant for Government Affairs and Public Procurement
Anna Zephro-Jost, [redacted]
Corporate Attorneys
Charles C. Ritter, Jr. Esq. [redacted]
Auditor
Michael J. Songin CPA [redacted]
Bank First Niagara Bank 1455 French Road, Cheektowaga, NY 14043 Tel: (716) 656-5707

Insurance carried by our firm:
Commercial General Liability (general aggregate limit applies per Policy)

- Each Occurrence: $1,000,000
- Damage to Rented Premises $100,000
- Medical Expenses: $10,000
- Personal Injury: $1,000,000
- General Aggregate: $2,000,000
- Products: $2,000,000

Automobile Liability: $1,000,000
Cyber/Data Breach Liability: $1,000,000
Umbrella Liability: $2,000,000

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS

Senior Auctioneer Resume
Russ Scherrer

Professional Auctioneer, Personal Property Appraiser, NY Real Estate Broker
Lead contact and senior manager for all municipality auctions

Professional Designations: Missouri Auction School Graduate, 1988,
CAI Graduate* (Certified Auctioneers Institute), AMI Graduate (Auction Marketing Institute),
CAGA Property Appraiser (Certified Appraisers Guild of America)

Auctioneer Licenses: Cities of Buffalo, New York and Niagara Falls, States of Delaware, Florida, Georgia, Indiana, Massachusetts, North Carolina, Ohio, Pennsylvania, Vermont, Virginia, West Virginia and New Hampshire.

Real Estate Broker Licenses: States of New York and North Carolina
Professional Memberships:
NY State Real Property Tax Directors Association
National Property Management Association
A.P.W.A. (American Public Works Association)
S.A.M.P.O. (New York State Association of Municipal Purchasing Officials)
N.Y.S.A.C. (New York State Association of Counties)
National Association of State Agencies for Surplus Property
National Auctioneers Association
New York State Auctioneers Association
North Carolina Auctioneers Association
Ontario Auctioneers Association (Canada)
Society of Professional Auctioneers
National Association of Realtors
Greater Niagara Association of Realtors
Greater Rochester Association of Realtors
Long Island Board Realtors
American Bankruptcy Institute
Highway Superintendents' Associations of 32 New York Counties

Personal Affiliations:
Farm Bureau
Kiwanis of Wales NY, Loyal Order of Moose Lodge 370, Eagles

Education & Special Training:
Certified Appraisers Guild of America, Personal Property Appraiser Certification
Certified Appraisers Guild of America, Real Estate Courses R1, R2 & R3
Cusack Real Estate & Sales Training Center, Real Estate Broker Course
Bryant & Stratton Business Institute, Business Management

AUCTIONS INTERNATIONAL
PROFESSIONAL AUCTIONEERS
CONFIDENTIAL

CONFIDENTIAL

Auction Sales 2006-2015 -(Confidential Information)

2015 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2016	Online Auctions	$ 2,171,422.00
2/28/2016	Online Auctions	$ 1,659,491.16
3/31/2016	Online Auctions	$ 2,611,798.00
4/30/2016	Online Auctions	$ 2,029,871.00
5/9/2016	Online Auctions	$ 736,450.00
	2016 AUCTIONS TOTAL TO DATE	$9,209,032.16

2015 LIVE & ONLINE AUCTIONS TO DATE		
Date	Description	Gross Sales
1/31/2015	Online Auctions	$1,708,015.00
2/28/2015	Online Auctions	$1,581,517.50
3/31/2014	Online Auctions	$1,328,312.50
4/30/2015	Online Auctions	$1,536,657.00
5/9/2015	Live Auction- State of Vermont Surplus Vehicles	$ 899,165.00
5/13/2015	**Live Auction- Ontario County Tax Foreclosed Real Estate**	**$ 533,900.00**
5/29/2015	Live Auction- Massachusetts OSD -DCR	$ 40,257.00
5/30/2015	Live Auction- Massachusetts OSD- Westborough	$ 67,925.00
5/31/2015	Online Auctions	$2,385,195.40
6/6/2015	**Live Auction- City of North Tonawanda Tax Foreclosed RE**	**$ 309,575.00**
6/13/2015	**Live Auction- Washington County Tax Foreclosed Real Estate**	**$ 607,075.00**
6/20/2015	Live Auction- New York Power Authority	$ 362,055.00
6/25/2015	**Live Auction- Cayuga County Tax Foreclosed RE**	**$ 540,410.00**
6/26/2015	Live Auction- Massachusetts OSD- Ayer State Police	$ 36,250.00
6/27/2015	Live Auction- Massachusetts OSD- DCR	$ 20,230.00
6/30/2015	Online Auctions	$1,981,948.00
7/31/2015	Online Auctions	$2,175,925.00
8/7/2015	Live Auction- Massachusetts OSD- Ayer State Police	$ 67,925.00
8/8/2015	Live Auction- Massachusetts OSD- Westborough	$ 65,400.00
8/26/2015	**Live Auction- Otsego County Tax Foreclosed Real Estate**	**$ 363,075.00**
8/31/2015	Online Auctions	$2,338,567.00
9/30/2015	Online Auctions	$2,236,539.00
10/2/2015	Live Auction- Massachusetts OSD- Ayer State Police	$94,950.00
10/3/2015	Live Auction- Massachusetts OSD- DCR	$47,915.00
10/21/2015	Live Auction- Former New Buffalo Shirt Factory	$202,340.00
10/31/2015	Online Auctions	$2,888,114.00
11/17/2015	**Live Auction- City of Lockport Tax Foreclosed Real Estate**	**$104,300.00**
11/30/2015	Online Auctions	$2,816,023.00
12/5/2015	**Live Auction- City of North Tonawanda Tax Foreclosed RE**	**$193,700.00**
12/14/2015	**Live Auction- City of Niagara Falls Tax Foreclosed Real Estate**	**$1,239,650.00**
12/31/2015	Online Auctions	$2,686,033.00
	2015 AUCTIONS TOTAL TO DATE	$31,458,943.40

CONFIDENTIAL

2014 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2014	Online Auctions	$ 1,404,277.50
2/28/2014	Online Auctions	$ 950,357.00
3/25/2014	Live Auction - New York State DOT Industrial Liquidation	$ 53,539.00
3/31/2014	Online Auctions	$ 895,207.50
4/26/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 899,984.00
4/30/2014	Online Auctions	$ 1,241,921.00
5/10/2014	Live Auction - State of Vermont Surplus Equipment	$ 959,490.00
5/21/2014	**Live Auction - Ontario County Tax Foreclosed Real Estate**	**$ 834,110.00**
5/31/2014	Live Auction - New York Power Authority Surplus Equipment	$ 326,945.00
5/31/2014	Online Auctions	$ 2,278,472.00
6/10/2014	**Live Auction – City of Niagara Falls Tax Foreclosed Real Estate**	**$ 2,004,575.00**
6/14/2014	**Live Auction - Washington County Tax Foreclosed Real Estate**	**$ 770,375.00**
6/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 57,975.00
6/30/2014	Online Auctions	$ 1,807,469.00
7/28/2014	**Live Auction - Cayuga County Tax Foreclosed Real Estate**	**$ 259,000.00**
7/28/2014	**Live Auction - Niagara County Tax Foreclosed Real Estate**	**$ 651,550.00**
7/31/2014	Online Auctions	$ 1,745,827.00
9/9/2014	**Live Auction – City of Lockport, NY- Tax Foreclosed RE**	**$ 537,300.00**
8/31/2014	Online Auctions	$ 1,764,263.00
9/20/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 95,090.00
9/30/2014	Online Auctions	$ 1,975,852.00
10/10/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 86,250.00
10/18/2014	**Live Auction – City of Tonawanda, NY- Tax Foreclosed RE**	**$ 428,673.00**
10/25/2014	Live Auction - State of Massachusetts OSD Surplus Equipment	$ 46,025.00
10/31/2014	Online Auctions	$ 2,747,533.00
11/15/2014	Live Auction- New York Power Authority	$ 152,325.00
11/30/2014	Online Auctions	$ 1,699,566.00
12/3/2104	**Live Auction- City of Niagara Falls Tax Foreclosed RE**	**$ 394,150.00**
12/5/2014	Live Auction- State of Massachusetts OSD Surplus	$ 60,225.00
12/6/2014	Live Auction- State of Massachusetts OSD Surplus	$ 107,600.00
12/31/2014	Online Auctions	$2,322,796.00
	2014 AUCTIONS TOTAL TO DATE	$29,558,722.00

CONFIDENTIAL

2013 LIVE & ONLINE AUCTIONS		
Date	Description	Gross Sales
1/31/2013	Online Auctions	$1,228,814.50
2/28/2013	Online Auctions	$915,526.00
3/31/2013	Online Auctions	$1,313,355.50
4/30/2013	Online Auctions	$1,589,301.00
5/31/2013	Online Auctions	$1,539,628.50
6/30/2013	Online Auctions	$1,434,793.50
7/31/2013	Online Auctions	$1,449,582.00
6/1/2013	Live Auction - New York Power Authority Surplus Equipment	$198,410.00
6/8/2013	Live Auction - State of Vermont Surplus Equipment	$783,883.00
6/15/2013	**Live Auction - Washington County Real Estate**	**$723,300.00**
6/22/2013	**Live Auction - Chautauqua County Real Estate**	**$1,269,625.00**
8/31/2013	Online Auctions	$1,300,429.00
8/17/2013	**Live Auction - Niagara County Real Estate**	**$1,140,675.00**
8/28/2013	**Live Auction - Cayuga County Real Estate**	**$723,350.00**
8/29/2013	**Live Auction - City of North Tonawanda Real Estate**	**$318,575.00**
9/30/2013	Online Auctions	$2,100,052.00
10/8/2013	**Live Auction - City of Lockport Real Estate**	**$346,500.00**
10/12/2013	Live Auction - Town of Brookhaven Surplus Equipment	$114,233.00
10/26/2013	Live Auction - New York Power Authority Surplus Equipment	$416,105
10/31/2013	Online Auctions	$2,371,613
11/8/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$97,825.00
11/9/2013	Live Auction - Town of Brookhaven Surplus Equipment	$72,355.00
11/16/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$120,261.00
11/30/2013	Online Auctions	$2,044,575.00
12/7/2013	Live Auction - State of Massachusetts OSD Surplus Equipment	$72,680.00
12/31/2013	Online Auctions	$2,103,608.50
	2013 AUCTIONS TOTAL	$25,005,172.50

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Russ Scheerer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of May 2016

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

Name of submitting business: Auctions International Inc.

By: Russ Scheerer
Print name

Signature

President
Title

05 / 12 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: AUCTIONS INTERNATIONAL INC.

Address: 1111 BIG TREE ROAD

City, State and Zip Code: EAST AMHERST NY 14052

2. Entity's Vendor Identification Number: 32-[redacted]0003 8079

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp "C" CORP ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

RUSS SCHEERER PRESIDENT

[redacted]

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

RUSS SCHEERER 100% SHAREHOLDER

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 05/26/16

Signed:

Print Name: RUSS SCHIERECK

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT NO. 2

This AMENDMENT, (together with any appendices or exhibits hereto, this "Amendment"), dated as of the date this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the County Executive, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Auctions International, Inc., having an office located at 11167 Big Tree Road, East Aurora, New York 14052 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPR13000001 between the County and the Contractor, executed on behalf of the County on January 29, 2014 (the "Original Agreement"), the Contractor performs certain services for the County in connection with providing for the sale of County owned assets by online auction, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from July 1, 2013 through JUNE 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the Original Term.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended for two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2018, unless sooner terminated in accordance with the terms of the Original Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

«VENDOR_NAME»

By: [signature]
Name: PRES / AUCTIONEER
Title: ROSS SCHERRER
Date:

NASSAU COUNTY

By:
Name:
Title: Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Erie)

On the 2 day of May in the year 2016 before me personally came Russ Scherer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the President of Auctions International, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
LynnCzaja

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

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

On the ____ day of _____ in the year 200__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AUCTIONS INTERNATIONAL, INC.

11167 BIG TREE ROAD, EAST AURORA, NY 14052
Phone: (800) 536-1401 Fax: (800) 569-3334
www.AuctionsInternational.com

Nassau County / Purchasing
1 West Street
Mineola, NY 11501

Date: May 3, 2016

RE: Contract

Dear Deputy:

Please find the enclosed:

1.) Executed – Amendment No. 2
2.) Executed – Exhibit A, Political campaign contribution disclosure
3.) Executed – Consultants, Contractors and Vendors disclosure
4.) Principal questionnaire form
5.) Business History Form
6.) Executed - Exhibit B, Lobbyist registration and disclosure

Please contact RJ @ rich@AuctionsInternational.com or (716) 656-1400 x 110 - if you need any further assistance with this.
We do appreciate your prompt attention to this .....

Thank you for your time....

With Appreciation,

Nicole Gremmel, Accounting
Auctions International, Inc.

Enclosure(s)

Contract ID# CQPR013000001

Department: Office of Purchasing

E-168-15

Contract Details

SERVICE:

NIFS ID #: CLPR15000001 NIFS Entry Date: 6/19/15 Term: 7-1-13 to 6/30/16

New Renewal X	1) Mandated Program:	Yes	No X
Amendment	2) Comptroller Approval Form Attached:	Yes X	No
Time Extension X	3) CSEA Agreement § 32 Compliance Attached:	Yes	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No X
Blanket Resolution RES#	5) Insurance Required	Yes	No

Agency Information

Vendor		County Department
Name: Auction International, Inc.	Vendor ID#: 320038079	Department Contact: Frank Intagliata
Address: 11167 Big Tree Rd. East Aurora, NY 14052	Contact Person: Russ Scherrer	Address: 1 West Street, 1st Floor Mineola, NY 11501
	Phone: 716-870-8950	Phone: 516-571-6102

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
6/19/15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered* ☑	6/19/15	Frank Intagliata	
	OMB	*NIFS Approval (Contractor Registered)* ☐	7/2/15	[signature]	Yes ☐ No ☐ Not required if blanket resolution
7/8/15	County Attorney	*CA RE & Insurance Verification* ☑	7/8/15	[signature]	
	County Attorney	*CA Approval as to form* ☐	08/01/2015	[signature]	Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	8/3/15	Concetta A. Petrucci	
	County Attorney	*NIFS Approval* ☐	09/11/2015	[signature]	
	Comptroller	*NIFS Approval* ☒	10/09/15	[signature]	33 10/2/15
9/1/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/1/15	[signature]	

Contract Summary

Description: Procurement Accounts with JP Morgan Chase

PR5254 (1/06)

CE-168-15

RULES RESOLUTION NO 21L 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY EXECUTIVE, AND AUCTIONS INTERNATIONAL, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-9-15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Auctions International, Inc. to provide for the sale of County owned assets by online auction, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Auctions International, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
1 West Street
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Auction International

CONTRACTOR ADDRESS: 11167 Big Tree Rd, East Aurora NY 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

required through an inter-municipal agreement.

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Frank Intagliata

Department Head Signature
Frank Intagliata

6-19-15

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AUCTIONS INTERNATIONAL, INC

By: _____
Name: Russ Scherer
Title: President
Date: 3/3/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

AUCTIONS INTERNATIONAL, INC.

By: _____
Name: CINDY A. KLISIEWICZ
Title: PRESIDENT
Date: 5/25/15

NASSAU COUNTY

By: _____
Name: Charles Robrado
Title: County Executive
☑ Deputy County Executive
Date: 11/5/15

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the 5 day of November in the year 2015 before me personally came Charles R. Bandeo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
No. [illegible] State of New York
[illegible]
Qualified in Nassau County
Commission Expires April 12, 2016

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AUCTIONS INTERNATIONAL, INC

By: _____
Name: Russ Scherrer
Title: President
Date: 3/3/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

Contract ID#: CQPR

Department: Office of Purchasing

Contract Details

SERVICES: Online auction services

NIFS ID #: CQPR 13000001 NIFS Entry Date: _____ Term: July 1, 2013 – June 30, 2014

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: Auctions International, Inc.

Vendor ID#: 320038079

Address: 808 Borden Road, Cheektowaga, New York 14227

Contact Person: Russ Scherrer

Phone: (716) 870-8950

County Department

Department Contact: Frank Intagliata

Address: 1 West Street, 1st Floor, Mineola, NY 11501

Phone: (516) 571-6102

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/27/13		Yes ☐ No ☑ Not required if blanket resolution
12/30/13	County Attorney	*CA RE&I Verification* ☑	12/30/13		
	County Attorney	*CA Approval as to form* ☐	12/30/2013		Yes ☐ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	12/30/2013		
	County Comptroller	*NIFS Approval* ☐	1/2/14	CCL 1/16/14	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/29/14		

PR5254 (8/04)

Contract ID#: CQPR Department: Office of Purchasing

Contract Summary

Description: Original Agreement.
Purpose: The Contractor shall provide for the sale of County owned assets by online auction.
Method of Procurement: The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013) was procured as follows: Three contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time sensitive situation in commencing work. The three contractors solicited were PropertyRoom.com, Public Surplus and Auctions International, Inc. All three contractors submitted proposals in response to the solicitation. After review of the proposals, Auctions International, Inc. was selected based upon their experience, expertise, and availability.
Procurement History: The Contractor has worked with the County pursuant to other contracts.
Description of General Provisions: As described above
Impact on Funding / Price Analysis: $.01
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	
Resp:	1100
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PRGEN1100	$.01
2		$
3		$
4	J. Smith 12/30/13	$
5		$
6		$
	TOTAL	$.01

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name Steven J. Schrader	Date 1/29/14
Date 1/23/14	Date 1/22/14	(For Office Use Only) E #:

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Auctions International, Inc.

CONTRACTOR ADDRESS: 11167 Big Tree Road, East Aurora, New York 14052

FEDERAL TAX ID #: 320038079

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The Contractor was selected after a review of the procurement from the prior contract. The prior contract (July 1, 2012-June 30, 2013) was procured as follows: Three contractors were solicited to provide these online auction services. It was determined that the streamlined procurement method would be appropriate given the time sensitive situation in commencing work. The three contractors solicited were PropertyRoom.com, Public Surplus and Auctions International, Inc. All three contractors submitted proposals in response to the solicitation. After review of the proposals, Auctions International, Inc. was selected based upon their experience, expertise, and availability.

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/24/13

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the 'County"), acting on behalf of the Office of the County Executive, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 and (U) Auctions International, Inc., having an office located at 11167 Big Tree Rd., East Aurora, NY 14052 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, inconsideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing for the sale of County owned assets by online auction (the "Services"). The Services are more fully described and attached hereto as Exhibit 1 under the Services section.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be in accordance with the attached Exhibit 1 Budget/Payment section.

(b) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(c) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited

liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach s not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall

performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services

than One Million Dollars ($1,000,000.00) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Right to Works/Intellectual Property Rights (a) Except as noted in Subsection (c) below, upon execution of this Agreement, any reports, documents, data, designs, drawings, photographs, footage, and/or any other material or information provided by the County or compiled by the Contractor for the County pursuant to this Agreement shall remain exclusive property of the County and shall be returned to the County upon completion of services.

(b) The completed video as well as all working material, including, but not limited to, all trademarks, copyrights, reproduction and publication rights, etc., shall become the sole property of the County. The Contractor acknowledges that the County may, in its sole discretion, register copyright in any of the copyrightable materials produced under this Agreement with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this effort. The Contractor shall not sell or distribute any of these County property interests in whole or in part to any third parties. The Contractor, with the expressed written permission of the County, may be allowed to use limited examples of the completed work for marketing or other uses.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties, Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or work, including all intellectual property interests therein, except solely the specific modifications made by the County, which modifications shall be owned by the County.

(d) Where applicable, works for authorship created by the Contractor for the County in

hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

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

AUCTIONS INTERNATIONAL, INC.

By: Cindy A. Klusiewicz

Name: Cindy A. Klusiewicz

Title: PRESIDENT

Date: 10/18/13

NASSAU COUNTY

By:

Name: Richard R. Walker

Title: Chief Deputy County Executive

Date: 1/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

)ss.:

COUNTY OF ERIE

On the 18 day of Oct in the year 2013 before me personally came Cindy A. Klisiewicz to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of Chautauqua; that he or she is the President of Auctions International Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
Lynn Czaja

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Exhibit 1

Services:

The Contractor shall prepare and conduct an online auction for the sale of County owned assets, including, without limitation, vehicles, machinery, and other equipment. The Services to be provided by the Contractor shall include, but are not be limited to:

1. At the County's sole discretion, the County shall identify County assets to be auctioned by the Contractor.

2. The Contractor shall travel to County facilities to obtain photos and condition reports of County designated items up for auction. At the County's sole discretion, the County may elect to obtain their own photos and condition reports at no cost to the County.

3. The Contractor shall make all necessary preparations for auctioning County designated items online at www.AuctionsInternational.com or such other mutually agreeable website. This shall include, but is not limited to:

    a. Uploading photos and condition reports onto the website
    b. The County and the Contractor shall both agree on acceptable beginning and closing auction dates and times to be uploaded by the Contractor onto the website.
    c. The Contractor shall post any minimum bid requirements, set by the County, on each rejected bid.

4. It is agreed that all auctioned items shall be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise. The County retains all rights to reject any bids they deem insufficient.

5. Upon accepting a winning bid, the County agrees to provide merchantable title for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). Additionally, the County agrees to not sell listed merchandise before the term of the online auction has been completed.

6. The Contractor shall submit to the County, upon the County's request, any reports, invoices, materials or other documentation in relation to the Services to be provided pursuant to this Agreement.

All Services shall be completed within the term of this Agreement and in accordance within the timeframe as directed by the Department.

Budget/Payment:

1. The winning bidder shall pay a 10% buyer premium, added to the successful high bid prices, which will constitute the Contractor's compensation for the Services provided under this Agreement, except as noted under section 2 below.

2. The County may elect to have the Contractor provide services as described under section 2 of the Services section of this Exhibit. If the County elects to have the Contractor perform such services, the fee shall be Thirty Dollars ($30.00) for each vehicle and Five Dollars ($5.00) for each auction lot that is not a motor vehicle. Such fees will be deducted from sale proceeds, before final payment is made to County.

3. The Contractor shall mail a check to the Department Head or to such person designated by the Department Head for all proceeds collected within fifteen (15) business days after the County approves the bids for the sale items, along with an accounting summary and copies of receipts. The check shall be made payable to the "Treasurer of Nassau County." In the event of a bidder's refusal or failure to pay for their invoiced items, the Contractor will offer the unsold merchandise to the backup bidder, and the reneging bidder will be banned from all future auctions. If the backup bidder does not accept the merchandise for the backup bid price, the merchandise will revert back to the possession of the County, after a reasonable time has passed for the backup bidder to send payment to the Contractor. At the discretion of the County, any unsold merchandise can be re-listed in a future online auction.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection

with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be

included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that

are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of Contractor is:

CINDY A. KLISIEWICZ (Name)

[redacted] (Address)

800-536-1401 EXT 102 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/18/13
Dated

Cindy A. Kusiewicz
Signature of Chief Executive Officer

Cindy A. Kusiewicz
Name of Chief Executive Officer

Sworn to before me this

18 day of October, 2013

Lynn Czaja
Notary Public

LYNN CZAJA
NOTARY PUBLIC
QUALIFIED IN ERIE COUNTY, NY
MY COMMISSION EXPIRES 5/13/2017

EDWARD P. MANGANO
County Executive

CHRISTOPHER MISTRON
STOP-DWI Coordinator

E - 157-16
Additional backup

NASSAU COUNTY TRAFFIC SAFETY

To: **Comptroller's Office**

From: Christopher Mistron, Coordinator
Nassau County STOP-DWI

Date: June 6, 2016

Subject: **NY Coalition for Transportation Safety Sole Source**
Transportation Education for People with Disabilities

There is only one provider of the services sought for this contract. The contractor was determined to be the sole source provider of the personal services needed based on their past history with our programs (16 years) and their standing as a contractor for the NY State Governor's Traffic Safety Committee, the National Highway Traffic Safety Administration and National Easter Seals Project Action. The NY Coalition is a 501(c)3 not for profit organization and as such is eligible to apply for grant funded programs that would benefit Nassau County.

As a contractor for National Easter Seals, the NY Coalition produced, in conjunction with NY City Department of Education, District 75, a Travel Training curriculum that is in use throughout the United States. They have more than 10 years' experience in working with and addressing the needs of people with disabilities. The contractor's unique and special experience, skills, expertise, and availability to perform requested services in the most immediate and timely manner were deciding factors in their selection.

This contract is funded by Handicapped Parking fines.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 22 P 12:58

Contract ID#: CQTS16000002

Department: Traffic Safety Board

E-157-16

Contract Details

SERVICE Traffic Safety Programs for Special Needs Populations

NIFS ID #CQTS16000002 NIFS Entry Date: 2/11/16 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name	Vendor ID#
NY Coalition for Transportation Safety	**112926953**
Address	**Contact Person**
213-37 39th Avenue, #204 Bayside, NY 11361	Cynthia Brown, Ex. Dir.
	Phone
	(516) 571-6808

County Department

Department Contact
Christopher Mistron, STOP-DWI Coordinator
Address
1194 Prospect Avenue Westbury, NY 11590
Phone
(516) 571-7021

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☑	4/15/16 4/15/16		
	OMB	*NIFS Approval* ☐	4/14/16		Yes ☐ No ☐ Not required if blanket resolution
4/20/16	County Attorney	*CA RE & Insurance Verification* ☑	4/20/16		
	County Attorney	*CA Approval as to form* ☑	5/10/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☒
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/17/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/17/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 17 P 3:39

PR5254 (8/04)

Contract ID#: CQTS16000002

Department: Traffic Safety Board

Contract Summary

Description: Traffic Safety – Programs for children and adults with special needs.

Purpose.: The contract promotes the use of child restraints for children with special needs. Programs will be geared to parents and caregivers of said children to provide instruction on correct usage and installation of special needs seats. NY Coalition will also address transportation issues for older children and adults with disabilities and assist them in learning to use fixed route transit. They will coordinate high school travel training education programs with NICE Bus.

Method of Procurement: The contract is funded by the Handicap Parking Surcharge grant monies which are 100% reimbursable. The program is mandated by VTL section 1203-g. requiring that any vendor must have a federally trained certified child safety seat technician with a specialty in the special needs population. The vendor is unique in their ability to provide this service.

Procurement History: The county has a history of cooperating with community not-for-profit vendors to engage in highway safety programs. The county contracts with the vendor. All proposed expenditures are made in accordance with an approved budget which is made part of the contractual agreement. All expenses are 100% reimbursable.

Description of General Provisions:

1. Advise hospital and schools that service children with disabilities that we install, inspect and loan special needs restraints.
2. Provide print information on the types of special needs restraints available.
3. Distribute print information to pediatric and early childhood intervention programs.
4. Inspect and install all types of child safety seats at Nassau County Child Passenger Fitting Station.
5. Conduct outreach programs in the safe transportation of children and adults with special healthcare needs.
6. Work with high schools to teach graduating students with disabilities to use fixed route transit.

Impact on Funding / Price Analysis: The funding for this project is 100% reimbursable and no county match is required.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	TS95
Resp:	X6
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ - 0 -
Federal	$
State	$
Capital	$
Other	$ 40,000.00
TOTAL	$ 40,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT95Y20TH/DE 501	$ 40,000.00
2		$
3		$
4	D. Amato 4/20/16	$
5		$
6		$
TOTAL		$ 40,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher Mistron, Nassau County STOP-DWI Coordinator **Date:** 4/6/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name:	Name	Date 6/17/16
Date:	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: New York Coalition for Transportation Safety

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 40,000.00

This is a: ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2016 - 12/31/2016

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)

Federal % ___
State % 100%
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No
If not, will it require a future borrowing?	___ Yes	___ No
Has the County Legislature approved the borrowing?	___ Yes	___ No ✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No ✓ N/A

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

Nassau County Traffic Safety has the responsibility to provide services for special needs children to keep them safe in their vehicles. The program is mandated by VTL section 1203-g. requiring that any vendor must have a federally trained certified child safety seat technician with a specialty in the special needs population. This program will be available to all parents and families of special needs children and will help educate parents and care providers with the ability to properly restrain the child in vehicles. In addition this program has been identified and approved as a public education initiative in the Department of Motor Vehicles.

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Bell 4/19/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: New York Coalition for Transportation Safety

CONTRACTOR ADDRESS: 213-37 39th Avenue, #204, Bayside, NY 11361

FEDERAL TAX ID #: 112926953

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

4/14/16

Date

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

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NA

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Ny Coalition for Trans. Safety

Dated: 5/2/16

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Ex Director

Rev. 3-2016

PQF (02/2016)

This is a 501(c)3. No one holds any interest at all.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. ~~Principal Name~~ Winston, Cynthia Brown
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address NY Coalition 213-37 39th Ave. #204
   City/state/zip Bayside, NY 11361
   Telephone 516-967-7651
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/N/A Treasurer ___/N/A
   Chairman of Board N/A/___ Shareholder N/A/___
   Chief Exec. Officer N/A/___ Secretary N/A/___
   Chief Financial Officer N/A/___ Partner N/A/___
   Vice President ___/___/___ NA ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of June 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified in Nassau County
Commission Expires May 22, 2018

My Coalition for Transportation Safety
Name of submitting business

Cynthia Brown
Print name

Cynthia Brown
Signature

Ex. Director
Title

4 / 14 / 2016
Date

Cynthia B. Brown
[redacted]

PROFESSIONAL EXPERIENCE

New York Coalition for Safety Belt Use, Inc./
DBA New York Coalition for Transportation Safety
213-37 39th Avenue, #204
Bayside, NY 11361
(1987-Present)

Executive Director
Responsibilities include: office administration, grant writing, program implementation and monitoring, fiscal management, reports, and general oversight of the agency

Queensborough Community College
56th Avenue & Springfield Boulevard
Bayside, New York 11364
(1986-87)

Assistant to the Director of Continuing Education
Responsibilities included: Publication of Continuing Education Brochure, Initiating new Continuing Education programs; Payroll for Adjunct Staff; Registration

Delson Public Relations
Riverside Drive
Whitestone, New York 11357
(1982-1986)

Account Executive

Accounts included Queensborough Community College, Office of Continuing Education; New York University Upward Bound Program; New York Coalition for Safety Belt Use. Responsibilities included public information and education campaigns, fund raising, material development and media contacts.

Avery-Knodel
555 Madison Avenue
New York, New York 10022
(1964-1975)

Office Supervisor
Firm represented 52 countrywide television and 110 radio stations and handled all commercial advertising placed on these stations by national advertisers. Responsibilities included supervision of all non-executive staff; time sheets; vacation schedules; employee training and hiring of personnel other than executives.

EDUCATION AND CERTIFICATION

Maryland Institute of Art – Attended
Hunter College, CUNY – Attended
Queens College, CUNY – Attended

Certified New York State Traffic Safety Program Trainer
Certified National Highway Traffic Safety Administration,
Highway Safety Management Course Trainer
Transportation Safety Institute Safe Communities Trainer
Federal Highway Administration Designing for Pedestrian Safety Training
Federal Highway Administration Intersection Safety Training

COMMUNITY AND CIVIC ACTIVITIES

- Chairperson, Northeast Queens League of Women Voters
- Newsletter Editor, New York City League of Women Voters
- President, Parents Association, P.S. 203Q
- President, Presidents' Council District 26 Queens (Consisted of 26 Elementary and Middle Schools)
- President, Parents Association, Benjamin N. Cardozo High School
- President, Confederation of Queens High School Parent Associations
- Parent Representative on New York City Board of Education Panel that produced document defining Parents/Parent Association rights and responsibilities in the New York City School System (1991-1993). This document became part of NY City Education Law.

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue, Box 204, Bayside, New York 11361
516-571-6808
email: NYCoalitio@aol.com

BOARD OF DIRECTORS

Officers

Robin Markowitz, *Chairman*
Diane Bucceri, Secretary

Members
Automobile Club of NY
DEDICATEDD, Marge Lee, President
Community Parent Center, Wendy Tepfer, Director
Governor's Traffic Safety Committee
Westbury Public Safety Commission, Gloria Monitto

John D. States, M.D.,
Chairman Emeritus

Advisory Members

Terence J. Moakley, Ex. Director, Community Affairs, United Spinal Association
Thomas Louizou, Regional Director, National Highway Traffic Safety Administration,

Founding Organizations

American Association for Automotive Medicine
Medical Society of the State of New York

Staff

Cynthia Brown, Executive Director
Diane Bucceri, Executive Assistant
Mark Hoffacker, Program Coordinator/ Child Safety Seat Educator
Lynne Brown, Educator, Graphic Designer

CAPABILITIES

- Coalition development
- Creation of audio/video public service announcements
- Creation and production of print media
- Graphic design
- Grant writing and grant administration
- Presentations and workshops
- Seasonal media campaigns

COMMITMENT

The New York Coalition for Transportation Safety is committed to reducing the number of injuries and fatalities that occur on our roadways by safety for pedestrians, bicyclists and motorists. We will conduct safety education programs for school children, adults and older adults. We are certified Child Passenger Safety Technicians and we will provide assistance to parents of well and special needs children as regards their safe transportation. Our programs are funded by federal and state grants.

STEERING COMMITTEE MEMBERS

Automobile Club of New York
Community Parents Center
DEDICATTEDD
(An anti-drunk driving organization)
Governor's Traffic Safety Committee
Westbury Public Safety Commission

ADVISORY MEMBERS

United Spinal Association,
Community Affairs
Thomas Louizou, Retired
Region 1 Director, National Highway
Traffic Safety Administration

FOUNDING ORGANIZATIONS

American Association for
Automotive Medicine
Medical Society of the
State of New York

ACCREDITATIONS

Certified DisabilitySensitivity Trainers
Certified NETS Instructor
(Networking Employers for Traffic Safety)
Transportation SafetyInstitute Workshop
Instructor/Facilitator
Certified Instructor of National Highway
Traffic Safety Administration
Passenger Safety Advocate Curriculum

PROFESSIONAL ASSOCIATIONS

AARP/Livable Communities
Long Island Youth Safety Coalition
Nassau County Child Fatality Review Team
New York State Association of
Traffic Safety Boards
Nassau County Traffic Safety Board
Queens County Traffic Safety Board
SAFE KIDS, Nassau and Queens Counties

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue
Box 204
Bayside, New York 11361

Email:
nycoalition@aol.com
www.NYCTS.org

The New York Coalition for Transportation Safety

is a non-profit, statewide organization originally established in 1982 as the New York Coalition for Safety Belt Use, Inc. The Coalition was founded jointly by the Medical Society of the State of New York and the American Association for Automotive Medicine.

Initially the Coalition was a single focus group that sought to reduce motor vehicle related trauma in the State of New York by increasing the use of safety belts by motorists. In time it became apparent that many factors contribute to the complex picture that is motor vehicle injuries. We expanded our scope to include safety programs for pedestrians and bicyclists, as well as motorists, and changed our name to the NY Coalition for Transportation Safety to better reflect our expanded our efforts. The following list serves as a guide to the types of grant funded activities we conduct:

- Assembly programs for children in grades K-12
- Bicycle safety programs
- Pedestrian safety programs
- School bus safety programs
- Mature driver and pedestrian programs
- Bilingual (English/Spanish) programs
- Programs for children with special needs (conducted in concert with NY City Department of Education, District 75)
- Classroom instruction in travel training for young people with disabilities

During its twenty-eight years of operation, the NY Coalition has received grants from federal, state, local and private agencies. Grant funds are used to develop and conduct public information and education campaigns in a variety of locales. A brief description of some programs the Coalition has produced is included herein.

PROGRAM

Identification and Analysis of Factors Contributing to Pedestrian Crashes in Nassau County ***Sponsor:*** Nassau County Traffic Safety Board with funding provided by NY State Governor's Traffic Safety Committee
Description: *Mapped pedestrian injuries and fatalities from 1991-2000, analyzed data, and compiled final report indicating locations experiencing the most injuries and fatalities.*

Queens County Senior Citizens Demonstration Program
Sponsor: NY State Governor's Traffic Safety Committee
Description: *Geared to Directors of Senior Centers. Identified the major factors that contributed to motor vehicle injuried and fatalities, including prescription medications, being inucrred by older adults. Led to the development of a citizens guide to the medications that most affect drdiving skills and the establishment of a CarFit program in Queens County.*

Preventing Alcohol Abuse by College Students
Sponsor: NY State Governor's Traffic Safety Committee
Description: *This program surveyed college students at two schools in Nassau and Suffolk Counties to determine the extent of alcohol use on campus. Results were tallied and analyzed by the University of Minnesota and provided in confidence to the participating schools so that remedial action could be taken.*

"On Our Own":Conducted in conjunction with the NY City Department of Education District 75
Sponsor: National Easter Seals Project ACTION with funding provided by the Federal Transit Administration
Description: *A program to instruct and familiarize high school students with disabilities in the use of public transportation: included the development of a curriculum used nationally.*

HIGHLIGHTS

Inventory of Injury Prevention Programs in New York and New Jersey
Sponsor: National Highway Traffic Safety Administration, Region II, White Plains, NY
Description: *Researched and developed an inventory of Injury Prevention Programs in NY and NJ for the purpose of forming injury prevention partnerships and developing Safe Communities Programs.*

"Practice Safety First": A Guide to Bicycle, Pedestrian and In-Line Skating Programs in NY State *(County-by-County)* ***Sponsor:*** NY State Governor's Traffic Safety Committee
Description: *Researched, designed and produced an educational guide to Bicycle, Pedestrian and In-line Skating Programs in New York State for the purpose of assisting community-based organiza tions wishing to develop or expand their activities in these areas.*

Bicycle and Pedestrian Safety for Latino Adults and their Families
Sponsor: Nassau County Traffic Safety Board
Description: *This program will provide bicycle and pedestrian safety education to families, including Latino families, through schools, churches and social organization. Bicycle helmets, reflective materials and "Sharing the Road" literature will be distributed to all participants.*

ABC'S of Traffic Safety in Queens County
Sponsor: NY State Governor's Traffic Safety Committee and Queens Borough President
Description: *A comprehensive program that provides educational classes on pedestrian and bicycle safety for children in Grades K-8; teaches older adults best walking practices; introduces t them to the CarFit program; and, addresses aggressive driving and the dangers of text messaging while driving. Materials produced include a brochure discouraging text messaging and a curriculum designed to teach students and adults how to assess their environment for safe walking routes.*

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/23/2016

1) Bidder's/Proposer's Legal Name: Ny Coalition for Safety Belt Use, Inc.

2) Address of Place of Business: 1194 Prospect ave, Westbury, NY 11590

List all other business addresses used within last five years:
none

3) Mailing Address (if different): [redacted]

Phone [redacted]

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: 948001581

5) Federal I.D. Number: 112926953

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) 501(c)3 NOT FOR PROFIT CORP.

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Provide services to Nassau Co. Traffic Safety Bd. Space only

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: ___

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. ___

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No Conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
We have no financial business with Nassau C.
all funds are grants whose applications were approved
& which funds are disbursed as described in grant.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; none

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 4

vi) Annual revenue of firm; Grant dependent

vii) Summary of relevant accomplishments See attached

viii) Copies of all state and local licenses and permits. not relevant

B. Indicate number of years in business. Incorporated as a not for profit 7/22/1988

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See attached

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NY State Governor's Traffic Safety Committee

Contact Person Chuck Conway

Address 6 Empire State Plaza, 4105

City/State Albany, NY 12228

Telephone 518-486-1920

Fax # _____

E-Mail Address CHUCK.CONWAY@dmv.NY.GOV

Safe Routes to School Prog

Company NY STATE DOT, Region 10, Long Island

Contact Person Chris Badour

Address State Office Bldg. 250 Vet. Mem. Hgh., Hauppauge, NY 11788

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6120; 631-952-6026

E-Mail Address Christian.Badour@DOT.NY.gov

[redacted]

Company Strategic Road Safety

Contact Person Thomas Lawson, Ret. Captain / Director, NHTSA

Address [redacted]

City/State [redacted]

Telephone 646-734-6434

Fax # —

E-Mail Address THOMAS.LOVIZIO@VERIZON.NET

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

See attached Brochure

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of April 2016

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044038
Qualified in Nassau County
Commission Expires May 22, 18

Notary Public

Name of submitting business: My Coalition for Transportation Safety

By: Cynthia BROWN Print
name

Cynthia Brown
Signature

Exp Director
Title

4 / 14 / 16 Date

COUNTY OF NASSAU

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

1. Name of the Entity: New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety

Address: 213-37 39th Avenue, #204

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 112926953

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501(c)3 Not for Profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Cynthia Brown, Executive Director; [redacted]

Robin Markowitz, Chairman [redacted]

Representative, Automobile Club of NY, 1415 Kellum Place, Garden City, NY 11530

Marge Lee, DEDICATEDD, [redacted]

Wendy Tepfer, Community Parent Center, 1260 Meadowbrook Rd., No. Merrick, NY 11566

Representative, NY State Governor's Traffic Safety Committee, Empire State Plaza, Albany, NY 12228

Gloria Monitto, Westbury Public Safety Commission, 509 Carle Rd., Westbury, NY 11590

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

NONE

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

DBA - NY Coalition for Transportation Safety – All principals are the same as for NY Coalition for Safety Belt Use, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

NONE

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

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

Dated: 3/23/2016

Signed: Cynthia Brown

Print Name: Cynthia Brown

Title: Ex Director

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF TRAFFIC SAFETY BOARD AND THE NEW YORK COALITION FOR TRANSPORTATION SAFETY, INC>

WHEREAS, the County has negotiated a personal services agreement with the New York Coalition for Transportation Safety, Inc. for instruction and education in the use of restraints for children and adults with special needs so they can be safely transported in various types of motor vehicles, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the New York Coalition for Transportation Safety, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of April 4th 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall be instruction and education in the use of restraints for children and adults with special needs so they can be safely transported in various types of motor vehicles. They will conduct travel training programs for high school students with special needs and liaison with NICE Bus and AbleRide. The proposed activities are outlined in the grant application request annexed hereto as "Appendix A" and made part hereof.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Forty Thousand Dollars ($40,000.00)** payable as per the attached program budget attached hereto as "Appendix B." (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has

the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or

more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By: Cynthia Brown
Name: CYNTHIA BROWN
Title: Ex. Director
Date: 4/14/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 14 day of April in the year 2016 before me personally came Cynthia Brown to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Queens; that he or she is the Ex. Director of NYCoalition for Tran Safety, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified in Nassau County
Commission Expires May 22, 2018

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A

Child Seats for Special Needs Children and Transportation Education for People with Disabilities In Nassau County 1/1-12/31/16

This program will provide the following components:

1. Inspection and installation of car seats/special needs car seats for Nassau County residents on a weekly basis.
2. Education in the use of federally approved restraints for children and adults with special needs.
3. Advocacy for safe and adequate transportation for children and adults with special needs.
4. Resources for people with special needs as regards safe transportation of children and adults.
5. Travel Training programs for high schools with special needs populations to introduce students to independent travel so they may reach job training sites.
6. Liaison between schools and NICE Bus to familiarize special needs students with services provided by NICE, including paratransit services.

Additionally, we continue to lend certain types of very expensive special needs car seats to people who only require them for a short period of time. A certified special needs car seat instructor will oversee this program as well as conduct all outreach and education programs including the installation and inspection of all special needs restraints.

Submitted January 2, 2016 by:
New York Coalition for Transportation Safety
213-37 39th Avenue, Box 204
Bayside, New York 11361

Executive Director
Cynthia Brown
nycoalitio@aol.com
516-571-6808

APPENDIX B

NY Coalition for Transportation Safety
Special Needs/Handicapped Budget
1/1/16-12/31/16

Personal Services		
Project Coordinator		
125 Hours @ $40 p/hr	$4,000.00	
Travel Instructor/Safety Seat Tech.		
500 Hours @ $35 p/hr	$17,500.00	
Administrative Assistants		
125 Hours @ $20 p/hr	$2,500.00	
Fringe @ 28%	$6,720.00	
Total Personal Services		$30,720.00
OTPS		
Accounting Fees	$2,300.00	
Equipment Rental	$875.00	
Insurance/Premises	$1,000.00	
Printing/photocopying	$600.00	
Promotional Materials	$1,500.00	
Supplies	$500.00	
Telephone	$1,400.00	
Travel (includes mileage, air fare		
conferences, hotel, meals)	$1,105.00	
Total OTPS		$9,280.00
GRAND TOTAL		**$40,000.00**

Contract ID#: CQSS16000015

Department: Social Services

E-159-16

Contract Details

SERVICE Preventive Services

NIFS ID #: CQSS16000015 NIFS Entry Date: 05/20/16 Term: from 07/01/16 to 06/30/17

New X Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes X	No ☐
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes	No ☒
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Adelphi University Institute for Parenting	Vendor ID# 111630741 - 09
Address 1 South Ave., P.O. Box 701 Garden City, NY 11530	Contact Person Dr. Marcy Safyer Email:msafyer@adelphi.edu
	Phone 516 877-3060 Fax: 516 237-8512

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindberg Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	5/23/16		
	OMB	*NIFS Approval* ☐	5.31		Yes ☒ No ☐ Not required if blanket resolution
6/7/16	County Attorney	*CA RE & Insurance Verification* ☑	6/7/16		
6/7/16	County Attorney	*CA Approval as to form* ☑	6/8/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

2016 JUN 20 P 12:19

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (8/04)

Contract ID#: CQSS16000015

Department: Social Services

Contract Summary

Description: Nassau County Babies Can't Wait

Purpose: We are mandated to provide preventive services for children. Infants and toddlers , ages 0 to 5 years, and their parents, involved in the child public welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement are the service population. The goal shall be the prevention of out of home placement. Nassau County Babies Can't Wait is aimed at reducing the risk of repeated abuse and neglect and increasing safety, permanency, and well-being for children zero to five years of age in foster care.

Method of Procurement: The vendor is a sole source provider. The Adelphi University Institute for Parenting (IP) is the only one source for infant mental health assessment and infant mental health treatment services for very young children traumatized by exposure to violence and maltreatment. IP staff has the specialized training, sufficient experience, skill and knowledge to deliver the goods or services needed by DSS in a timely manner. **(See the attached sole source justification for further details)**

Procurement History: We have been using this vendor for many years as a subcontractor for the same program.

Description of General Provisions: IP provides services as part of the Nassau County Babies Can't Wait project, a partnership between Family Court, DSS & Adelphi. IP provides needs assessment & direct clinical services for youth 0-5 involved in the public child welfare system using interventions that are trauma informed and responsive to the developmental and emotional needs of this population
Appendix A1 of the contract describes the scope of services to be provided. The program is comprised of two major components: An intensive Infant Mental Health (IMH) Assessment and an intensive Infant Mental Health Treatment.

Impact on Funding / Price Analysis: Federal 45 % · State 20 % County 35%
2016: 07/01/16 -12/31/16 Amount to be encumbered for 2016 $60,000.00
2017: 01/01/17-06/30/17 Amount to be encumbered for 2017 $60,000.00

Change in Contract from Prior Procurement: Not applicable- New contract

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,000.00
Federal	$54,000.00
State	$42,000.00
Capital	$
Other Grant	$
TOTAL	$ 120,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN7600/TT714	$ 120,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 120,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	(For Office Use Only) E #:

127886

PR5254 (8/04)

CQSS16080015

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Adelphi University Institute for Parenting

2. Dollar amount requiring NIFA approval: $ 120,000.00

Amount to be encumbered: $ 120,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 07/01/16 to 6/30/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)

Federal % 45
State % 20
County % 35

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

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

We are mandated to provide preventive services for children. Infants and toddlers , ages 0 to 5 years, and their parents, involved in the child public welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement are the service population. The goal shall be the prevention of out of home placement. Nassau County Babies Can't Wait is aimed at reducing the risk of repeated abuse and neglect and increasing safety, permanency, and well-being for children zero to five years of age in foster care.

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

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQSS15000008 Adelphi University- Day Care Services Paid under Blanket Encumbrances CUSS16000001 ($.01) and CUSS15000001 ($.01).

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/1/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

WHEREAS, the County has negotiated a personal services agreement with Adelphi University Institute for Parenting, to provide infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Adelphi University Institute for Parenting

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Adelphi University Institute for Parenting

CONTRACTOR ADDRESS: 1 South Avenue, P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 111630741

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

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

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

_____

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

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. (SOLE SOURCE) SEE CONTRACT DETAILS AND MEMO ATTACHED.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

5-23-16

Date

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

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160 • UNIONDALE, NEW YORK 11553-3686

DEPARTMENTAL MEMO

TO: John E. Imhof, Ph.D.
Commissioner

FROM: Maria Lauria
Director of Children's Services

DATE: May 20, 2016

SUBJECT: Sole Source Justifiation: Adelphi University Institue for Parenting (IP)

Ref: Nassau County Procurement Policy/Procedure Countywide policy # CE-01 (9/20/04), Section VIII, Sole Source.

Request authorization to enter noncompetitively into a contract with the Adelphi University Institue for Parenting (IP) for the provision of comprehensive assessments and intensive services for infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children are at risk of out of home placement. IP is the sole source for this service within Nassau County.

Background: Current research in the science of early childhood development and neuropsychology indicates that very young children are traumatized by exposure to violence and maltreatment. Infants and toddlers, ages 0 to 5 years, involved in the public child welfare system may experience trauma due to exposure to domestic or community violence, separation from primary caregivers, temporary removal from the home, and out of home placement. Child welfare cases can involve child abuse and neglect, domestic violence, termination of parental rights, incarceration of primary caregivers, or cases wherein a caregiver enters residential rehabilitation. The provision of infant mental health assessments by evaluators with specific training in infant mental health will better identify the service needs of such children and inform DSS and court decision making. The provision of infant mental health treatment for child and parent within the context of the parent/child pairing can enhance both clinical and child welfare permanency planning outcomes.

IP's mental health assessment and treatment service is a court-ordered service. Further, IP is a sole source for this service for infants and toddlers involved in the child welfare system.

Sole source justification:

- The Adelphi University Institue for Parenting (IP) is the only one source for infant mental health assessment and infant mental health treatment services for very young children traumatized by exposure to violence and maltreatment. IP staff has the specialized training, sufficient experience, skill and knowledge to deliver the goods or services needed by DSS in a timely manner.

- There are no other services that provide the equivalent or similar benefits. A review the Long Island 211 database and services provided by the Mental Health Association of Nassau County and North Shore Child and Family Guidance reveal there are no programs that address the specific needs of infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children are at risk of out of home placement.
- The cost of the goods or services is reasonable in light of the benefits
- The County's needs cannot be met by an alternative product or services that may be available from other vendors

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Adelphi University
One South Avenue –
Garden City, NY 11530

Dated: April 15, 2016
April 15, 2016

Signed: [signature]

Print Name: Timothy P. Burton

Title: Senior Vice President & Treasurer

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Timothy P. Burton, Senior Vice President and Treasurer
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address Adelphi University - One South Avenue
   City/state/zip Garden City, NY 11530
   Telephone 516 877 3385
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 9/01/2008 to present
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes; provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy P. Burton, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of April 2016

15 April 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Timothy P. Burton
Print name

Signature

Senior Vice President & Treasurer
Title

4, 15, 2016
Date

4 15 2016

LYNN A. WOOLSEN
Notary Public, State of New York
Registration # 01WO6085875
Qualified in Nassau County
My Commission Expires April 8, 2018

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Dr. Christine M. Riordan

   Date of birth ____/____/____

   Home address [redacted]

   City/state/zip [redacted]

   Business address Adelphi University

   City/state/zip One South Avenue, Garden City, NY 11530

   Telephone 516 877 3838

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 07 / 01 / 15 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Dr. Christine M. Riordan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of June 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Adelphi University
Name of submitting business

Dr. Christine M. Riordan
Print name

Signature

President
Title

6 / 15 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: APRIL 8, 2016

1) Proposer's Legal Name: Adelphi University

2) Address of Place of Business: One South Avenue – Garden City, NY 11530

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): NOT APPLICABLE

Phone: 516 877-3385

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 065972838

5) Federal I.D. Number: 11-1630741

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) NOT FOR PROFIT EDUCATIONAL 501(C)(3)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

ADELPHI UNIVERSITY SHALL CONTACT NASSAU COUNTY IN THE EVENT A POTENTIAL CONFLICT OF INTEREST ARISES AND TAKE THE APPROPRIATE STEPS FOR RESOLUTION.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 1896 Adelphi University 2006 AU Institute For Parenting (IfnP)

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; N/A

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 120 YEARS - ADELPHI 10 years/AU IfnP

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County District Attorney's office

Contact Person Sheryl Anania - Executive Assistant DA

Address 262 Old Country Road

City/State Mineola, New York 11501

Telephone (516) 571-3573

Fax # (516) 571-2266

E-Mail Address sheryl.anania@nassauda.org

Company The Safe Center

Contact Person Sandy Oliva

Address 15 Grumman Road West Suite 1000

City/State Bethpage, New York 11714

Telephone (516) 465-4700

Fax # (516) 465-4750

E-Mail Address Soliva@caduinc.org

Company The New York Center for Child Development

Contact Person Evelyn Blanck, MSW - Associate Executive Director

Address 159 West 127th Street 10027

City/State New York City, New York

Telephone (212) 752-7575

Fax # (212) 752-7564

E-Mail Address ejblanck@msn.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Timothy P. Burton, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of May 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

Name of submitting business: Adelphi University
One South Avenue – Levermore Rm 310
Garden City, NY 11530

By: Timothy P. Burton
Print name

Signature

Senior Vice President & Treasurer
Title

5, 24, 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Adelphi University

Address: One South Avenue

City, State and Zip Code: Garden City, NY 11530

2. Entity's Vendor Identification Number: 11-1630741

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____X___Other (specify) "Not for Profit Educational Institutio

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached listings

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

Not Applicable

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

"None"

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

"None"

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

Not Applicable

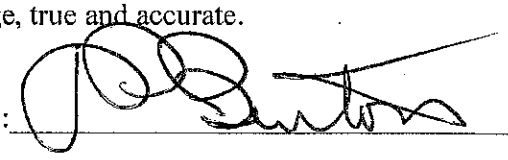
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not Applicable

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

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

Dated: April 15, 2016

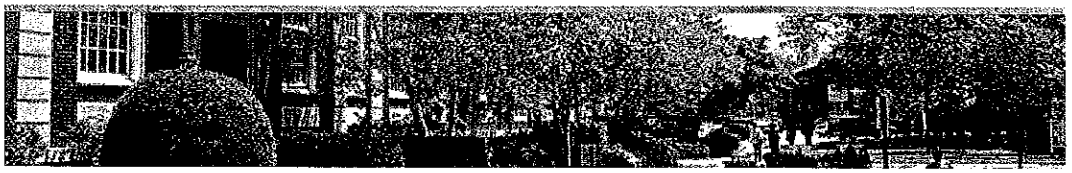
Signed: 

Print Name: Timothy P. Burton

Title: Senior Vice President and Treasurer

Board of Trustees

Leadership Team
Board of Trustees
Academic Deans
Past Presidents



Our expert leadership.

The Board of Trustees delegates operational authority to the president as the University's chief executive officer with the expectations of transparency, accountability, performance, collaboration and service as the face and voice of the University.

A senior administrative team of five vice presidents reports to the president and works collaboratively to establish and achieve institutional priorities. This organizational structure provides continuous review of progress against goals and facilitates data-driven decision making.

»Upcoming meetings

Front Row L-R: Z. Paul Akian, Lois C. Schlissel, Ronald B. Lee, Thomas F. Motamed, Charles Tolbert, Angela M. Jaggar, Jeffrey Bolton, Grace C. Pilcer
Middle Row L-R: Paul Salerno, N. Gerry House, Arun Agrawal, Robert B. Willumstad, Christine M. Riordan, Frank Angello, Loretta Cangialosi, Helene Sullivan
Back Row L-R: Jeffrey R. Green, Noreen Harrington, Ivaylo Ninov, Osbert Hood, Susan H. Murphy, Adaeze Udoji, William Tenet

Robert B. Willumstad '05 (Hon)
Chairman, Board of Trustees
Partner
Brysam Global Partners

Thomas F. Motamed B.A.'71, J.D.
Vice-Chair, Board of Trustees
Chairman and Chief Executive Officer
CNA Financial Corporation

Christine M. Riordan, Ph.D.
President, Adelphi University
Ex-Officio

Steven N. Fischer
Chairman *Emeritus*, Board of Trustees
Former Chairman and Chief Executive Officer
Mechanical Technology Inc.

Frank Angelio B.B.A. '77, M.B.A.
Secretary, Board of Trustees
Former Chief Financial Officer
Lighthouse International
Former Chief Financial Officer
JPMorgan Treasury & Securities Services Group

Steven L. Isenberg '00 (Hon.)
Chairman *Emeritus*, Board of Trustees
Former Publisher
New York *Newsday*

Arun K. Agrawal, MBA '12, MD
Founder, President, and CEO
Garden City Medical Services

Z. Paul Akian B.A. '64
Chief Executive Officer
Western Filter, Western FluiDyne, Integra Technologies

Jeffrey Bolton B.A. '61
Retired Managing Director
Neuberger Berman, Inc.

Loretta Cangialosi B.B.A. '80
Senior Vice President and Controller
Pfizer, Inc.

Jeffrey R. Greene, M.B.A.
Global Transaction Leader
for Life Sciences
Ernst & Young, LLP

Noreen Harrington B.S. '81
Alternative Investments
MD Sass

Osbert Hood B.S. '86, M.B.A.
Chief Operating Officer
Advent Capital Management, LLC

N. Gerry House, Ed.D.
President and Chief Executive Officer
Institute for Student Achievement

Angela M. Jaggar B.S. '62, M.A. '65, Ph.D.
Retired Professor
New York University
School of Education

Laurence Kessler B.A. '65
Founder and Co-owner
Kessler Restaurants

Ronald B. Lee B.A. '67
Founder and Chairman Emeritus
Lee, Nolan and Koroghlian, LLC

Lindsey Kupferman Levine M.A. '02, Ph.D. '06
Faculty
Columbia University
Department of Psychiatry, College of Physicians and Surgeons

Susan Murphy, Ph.D.
Vice President Emerita
Cornell University

Ivaylo Ninov '08
Chief Financial Officer
Western Management Corp.

Grace Pilcer M.A. '79, Ph.D. '84
Clinical Psychologist
Private Practice

Peter Principato B.A. '87
Founding Partner
Principato-Young Entertainment

Paul Salerno B.B.A. '76
Retired Managing Partner, Melville Office
PricewaterhouseCoopers LLP

Lois C. Schlissel, J.D.
Managing Attorney; President
Meyer, Suozzi, English & Klein, P.C.

Patrick S. Smalley B.A. '86
Executive VP and Managing Director
MCH Group LLC

Helene Sullivan B.B.A.'79
Retired Chief Financial Officer
Save the Children

William Tenet B.A. '75, M.D.
Medical Director
NYU Langone Cardiovascular Associates
Clinical Associate Professor of Medicine,
NYU School of Medicine

Charles Tolbert
Attorney and Agent
Law Offices of Charles Tolbert

Adaeze Udoji B.A. '08, J.D.
Associate
Wilson, Sonsini Goodrich & Rosati PC

Trustees *Emeriti*

Richard C. Cahn

Michael J. Campbell '65

Joan S. Girgus, Ph.D.

Palmina R. Grella, M.B.A. '73

John J. Gutleber B.B.A. '68, M.B.A.'70

Michael L. Lazarus '67

Thomas Dixon Lovely '54, '04 (Hon.)

Horace G. McDonell, Jr. '52, '02 (Hon.)

Leon M. Pollack '63

Marjorie Weinberg-Berman, M.S. '61

Barry T. Zeman

Upcoming Meetings

2016 Board Of Trustees Meeting Dates

- *Inauguration of President Christine M. Riordan—Friday, March 11, 2016*

- *16th Annual President's Gala—Saturday evening, March 12, 2016*
- Saturday & Sunday, March 12 & 13, 2016
- Monday, June 6, 2016
- Sunday/Monday, September 18 & 19, 2016
- Monday, December 12, 2016

2017 Board Of Trustees Meeting Dates

- *17th Annual President's Gala—Saturday, March 18, 2017 tentative*
- Sunday & Monday, March 19 & 20, 2017
- Monday, June 12, 2017
- Sunday & Monday, September 17 & 18, 2017
- Monday, December 11, 2017

Leadership Team

Leadership Team
- Office of the Provost
- Office of the Treasurer
- Office of Public Affairs
- Office of Enrollment Management and Student Success
- Office of University Advancement

Board of Trustees
Academic Deans
Past Presidents

Vice Presidents

Gayle D. Insler
Provost and Senior Vice President for Academic Affairs

» Office of the Provost

Timothy P. Burton
Senior Vice President and Treasurer

» Office of the Treasurer

Lori Duggan Gold, M.S. '12
Vice President for Communications

» Office of Public Affairs

Lauren Mounty
Vice President for Enrollment Management and Student Success

» Office of Enrollment Management and Student Success

Christian P. Vaupel '96, M.S. '03
Vice President for University Advancement

» Office of University Advancement

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

THIS AGREEMENT, dated as of July 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (the "Department"), and (ii) Adelphi University Institute for Parenting, a New York State not for profit corporation, having its principal office at 1 South Avenue, P.O. Box 701, Linen Hall, Lower Level Room 9, Garden City, New York 11530 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, subject to sooner termination as set forth in this Agreement, provided however, the County may renew this Agreement for four (4) additional one (1) year periods. All renewals, if any, shall be under the same terms and conditions as this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement (the "Services") shall include: i) infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy (CPP) services for families at risk. These Services are more fully described in the Program Narrative and Scope of Services, which is attached hereto and incorporated herein by reference as Appendix A1. Job titles performing services under Appendix A1 are contained in Appendix A2, Schedule of Job Titles.

b) In the event of a conflict or ambiguity between any term of this Agreement, above the signature page, and any Exhibit or Appendix, the Agreement above the signature page, shall

take precedence followed by Appendix A1and Appendix A2: Program Narrative and Scope of Services, and Schedule of Job Titles and Descriptions, respectively and Exhibit "A", the budget summary.

c) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

d) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include without limitation changes to the Contractor's executives, directors and supervisors.

e) Reporting

(1) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by the Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Children's Services a monthly report in a format approved by the Department enumerating the following:

i. total number of case referrals received during the month, each case shall be identified by case name, case number, and date of referral;

ii. total number of assessments completed by Contractor for the month; and

iii. other statistical information requested by the Department which is relevant to the program's status and success.

f) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

g) Performance Standards. The Contractor shall comply with the following performance standards related to screening and assessment services: i. Contractor shall commence the intake process of the child(ren) within one week of receiving the referral from the Department. ii. Contractor shall commence the intake of the parent(s) within one week of receiving the referral from the Department.

h) The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

i) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.

3. Payment. (a) Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2016 only shall be Sixty Thousand and 00/100 Dollars ($60,000.00) ("Year 2016 Encumbrance"); subsequent encumbrance for Year 2017 only to be encumbered at a future date to be determined by the Department shall be Sixty Thousand and 00/100 Dollars ($60,000.00) ("Year 2017 Encumbrance"). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor will be notified when the Year 2017 Encumbrance is available.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except for the advance), on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the Services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated

representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined below: (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the budget summary (the "Budget") attached to this Agreement, which is annexed hereto as "Exhibit A".

(g) Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement year and the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement year.

(h) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with

respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended. The Contractor agrees to maintain the confidentiality of Information relating to Children Services records in accordance with New York Social Services Law §372 and Title 18 NYCRR 423.7, as well as other applicable provisions of Federal and New York State Law.

(e) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all employees, agents and other personnel who have direct contact with the Department's clients pursuant to this Agreement. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients

(f) Contractor specifically represents and warrants that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) and/or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses"). In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately notify the County.

(g) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.

(h)The provisions of this paragraph shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding

or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the Indemnified Parties..

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, or (c) waived without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Subcontracting.

(a) Contractor shall not subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

(b) Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully

responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) The Contractor shall comply with the insurance requirements as provided in the Insurance Section 9(b).

12. Termination. (a) Generally. This Agreement, or any of the services described herein, may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i)\ Within thirty (30) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate

inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lay or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the

Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement, or any of the services described herein, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement and agree to be bound by its terms as of the first date written above.

ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

By: _____

Name: Timothy P. Burton

Title: Senior Vice President and Treasurer

Date: April 15, 2016

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

112298 126927

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15 day of April in the year 2016 before me personally came Timothy P. Burton to me personally known, who, being by me duly sworn, did depose and say that he or ~~she~~ resides in the County of Suffolk; that he or ~~she~~ is the SVP & Treasurer of Adelphi University, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she **is a County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A1

PROGRAM NARRATIVE and SCOPE of SERVICES

Nassau County Babies Can't Wait Project

Project Overview: Contractor shall utilize the Adelphi University Institute for Parenting (IP) VISIT Project for the purpose of providing infant mental health assessment and therapeutic supervised visitation using Child-Parent Psychotherapy (CPP) that will guide service and treatment plans and better meet the needs of the families in the child welfare system. The program is comprised of two major components, an intensive **Infant Mental Health (IMH) Assessment and** intensive **Infant Mental Health Treatment.** The Contractor will have no direct or indirect administration or supervisory responsibility with respect to the Infant Mental Health services at Adelphi University Institute for Parenting..

Service Population: Infants and toddlers, ages 0 to 5 years, and their parents, involved in the public child welfare system, where children have experienced abuse, maltreatment or other trauma, and are at risk of out of home placement, .

Number of Families to be Served: Up to forty (40) families and their children will be served during the project term.

Project Budget: $120,000.00 (up to 40 dyadic assessments of parent and child at $3,500.00. Each additional child or adult as needed $500 per person)

Referral Criteria: All 0-5 year olds and their parents in the Right Start for Babies initiative who will be referred to the VISIT Project for IMH assessment and potential IMH treatment must meet the following criteria:

1. Subject to an open Services case with a permanency planning goal of return to parent
2. Cases involve infants and toddlers, ages 0 to 5 years, and their parent(s)- biologic and foster, where children are at substantial risk of out of home placement
3. Infants and toddlers, ages 0 to 5 years, have experienced trauma and are at substantial risk of negative mental health outcomes
4. Service is court ordered or DSS referred

Project Description: The program is comprised of two major components, an intensive **Infant Mental Health (IMH) Assessment and** an intensive **Infant Mental Health Treatment.**

Infant Mental Health Assessment

The purpose of the IMH assessment of the parent-infant/toddler and their significant caregiver is to provide child welfare and the court with the information and/or recommendations regarding the most effective case plan and the potential for reunification and whether the Infant Mental Health services at Adelphi University Institute for Parenting and other services may achieve the goal.

The comprehensive IMH assessment involves a thorough developmental and behavioral assessment of the infant/toddler, including observations of the infant/toddler with the foster parent, biological parent, child care providers and siblings, the use of assessment tools, assessment of the parent's capacities to nurture this infant/toddler, a functional description of interactions between the infant/toddler and the parent, and an examination of the extent to which the pair has or will have the capacity for developing a relationship that will promote the infant/toddler's healthy development. In addition, a full developmental assessment of each 0-5 year old will be done using the Infant/Toddler Developmental Assessment (IDA). The IMH assessment provides information to child welfare and the court to inform case planning, permanency planning, assess the possibility of reunification, and assess the benefit of further IMH treatment.

A typical assessment is comprised of approximately fifteen (15) hours of face to face contact with the birth parent and infant/toddler and all of his/her "special and significant" relationships, such as foster parent, or grandmother, for example, in order to characterize each of the child's relationships with their caregivers. In the event that a biological parent is not available for this assessment due to unusual circumstances such as death, hospitalization or incarceration, the infant/toddler will still be thoroughly assessed within the context of the relationship with the foster parent and other significant relationships. The assessment includes home and clinic based observations, standardized procedures and naturalistic observations, structured and unstructured interviews and self-report measures. The assessment examines a parent's stress level, potential depressive symptomology, past childhood experiences, personal and community supports, the children's behavior and temperament and trauma symptoms. Parents' interactions with their infants/toddlers as well as their representations of their relationship are also assessed. Parents are asked to spend time playing with their child using both structured and unstructured observational measures. They are videotaped so that they can later be looked at to understand the interactions through video feedback sessions with parents. A thorough assessment is performed for treatment planning purposes.

Infant Mental Health Treatment

The IMH Treatment component involves implementation of a case plan specific to each family. The recommendation defines explicit treatment goals. The IMH clinician works with the family and provides dyadic (parent-child) therapeutic supervised visitation two (2) times a week as well as one individual parent session with either (biological/resource) parent for video feedback, parent guidance or mental health until permanency is achieved for the infant/toddler either through reunification or adoption. The therapeutic visitation is the vehicle for IMH Treatment. The therapeutic supervised visitation between the parent and child is intended to heal very young children who have been abused, neglected and/or traumatized. Some key components

to the intervention are developmental guidance, providing corrective attachment experiences for parents and children, child-parent psychotherapy, which helps parents reflect upon their own attachment history and its impact on their responses to their children and interaction guidance with video feedback. The IMH clinician will also provide case management and assist parents with navigating the challenges in everyday living that may interfere with their ability to parent. They will provide case coordination, and follow-up, attend monthly review meetings and facilitate access to other aspects of the service plan in concert with the child welfare case worker.(i.e. early intervention or medical, psychiatric referrals) The Evidenced Based approach to treatment that will be used is called Child-Parent Psychotherapy (CPP) with Video Interactive Guidance.

CPP is based on attachment theory and combines and integrates principles from multiple theories (developmental, trauma, social-learning, psychodynamic and cognitive-behavioral) to help parents and their children recover from maltreatment. CPP is a dyadic, relationship-based treatment for parents and young children that help to restore normal developmental functioning by focusing on repairing the attachment relationships that are negatively affected by variety of types of abuse and neglect. The goal is to establish a sense of safety and trust within the parent-child relationship and address the co-constructed meaning of the maltreatment shared by the parent and child. Sessions focus on parent-child interactions to support and foster healthy coping, affect regulation, and increased appropriate reciprocity between parent and child. Parent guidance on child development, behavioral management, as well as crisis intervention and case management are provided as needed in an unstructured way.

The assessment continues throughout their participation in the program for each family that participates in The VISIT Project in order to monitor progress and update case plans and again after permanency is attained to evaluate if goals have successfully been reached and to plan for necessary supportive services to assure their continued success if needed.

Review Meetings: Review meetings are held monthly with the parties involved with the case/service plan to review and assess progress, eliminate barriers, and when appropriate request modifications from the judge. Attendees to this meeting are called **Parent/Infant-Toddler Teams.**

Reporting: IMH clinicians provide to DSS and the court detailed reports describing the strengths and challenges of parents and children and their relationship, as well as recommendations, for relevant parties, including attorneys and judges with regards to the scope of services needed to address the trauma and developmental needs of each 0-5 year old i.e., emotional, psychological, cognitive, language relational etc as well as the range of service needs of the parent (s), such as trauma, substance use, emotional, cognitive, parenting capacity.

APPENDIX A2

SCHEDULE of JOB TITLES

Project Staff:

1. 3 Full Time IMH Clinicians
2. 3 Part Time Infant Mental Health Clinicians

Remainder of Page Intentionally Left Blank

EXHIBIT "A"

BUDGET SUMMARY

Service Fee:

Infant Mental Health (IMH) Assessment: The fee for an assessment, consisting of 23 hours of work, is $3,500.00. Each additional child or adult as needed $500 per person.

A completed assessment consists of the following tasks:

Initial Intake Assessment - completed in 2 appointments

1. Relational Assessment
2. Mental Health Evaluation including MSE
3. Complete Psycho-Social History of Parent and Child
4. Standardized Assessment Measures
5. Developmental Assessment (Infant Toddler Developmental Assessment, IDA)

Parent Child Observation sessions – 2 sessions, 1.5 hour each (3 hours)

Home Visits – 2 sessions

1. Foster Home- Observation of child
2. Biological Parent

School/ Day Care Visit- (2 hours)

1. Observation of Child
2. Consultation with Teacher of Daycare Staff and Director

Collateral Contacts /Information Gathering (3 hours)

1. Early Intervention
2. Pediatrician
3. Lawyers
4. Parent service providers (i.e. probation, mental health, medication management, drug/alcohol treatment)

Report Writing (6.5 hours)

Infant Mental Health (IMH) Treatment: No charge to the county at this time.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may

only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive

Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief ~~executive~~ financial officer of the Contractor is:

Timothy P. Burton
Senior Vice President & Treasurer

(Name)

Adelphi University
One South Avenue – Levermore Rm 310
Garden City, NY 11530

(Address)

516 877-3385

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 15 2016

Dated

P Burton

Signature of Chief ~~Executive~~ FINANCIAL Officer

TIMOTHY P. BURTON

Name of Chief ~~Executive~~ FINANCIAL Officer

Sworn to before me this

15 day of April, 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Adelphi University Institute for Parenting, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Timothy P. Burton, ~~Senior Vice President and Tr~~easurer

Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from July 1, 2016 through June 30, 2017.

Mary E. Aldridge, Assistant Secretary to the Board of Trustees and Special Assistant to the President
Officer

Sworn to before me this 15

day of April, 2016

Notary Public

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: April 20, 2016

Subject: Adelphi University Institute for Parenting (Preventive Services Nassau County Babies Can't Wait)
New Contract 2016-17

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated April 1, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. Prior to the formal letter, CSEA had been provided with a copy of the proposed contract. In an e-mail on March 24, 2016 from Glen Tuifel to Deputy Commissioner Paul F. Broderick, CSEA indicated that they had no objection.

It is requested that the County proceed with the contract processing.

Att.
10099
127889

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

April 1, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Adelphi University Institute for Parenting
Infant Mental Health Assessment and Therapeutic Visitation (New) (2016)

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
127562

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

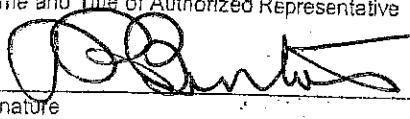
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Timothy P. Burton
Senior Vice President & Treasurer
Name and Title of Authorized Representative

m/d/yy



Signature

4/15/2016
Date

Adelphi University
One South Avenue –
Garden City, NY 11530

Name of Organization

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CL-06-16
Additional Backup

★ Judge Horowitz
Political Contrib
Form

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/16

Vendor: Robert Horowitz

Signed: Robert Horowitz

Print Name: ROBERT HOROWITZ

Title:

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 19 P 2:14

Rev. 3-2016

★ Judge Horowitz
Vendor's Disclosure Form

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A NONE (M) ✓

☆ Judge Horowitz
Business History Form

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

No Conflict Exists I would notify the County of a situation arose MH

11-6-16

Contract ID#: CQTV16000017

Department: Traffic & Parking Violations Agency

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CQTV16000017 NIFS Entry Date: 2/9/2016 Term: from 01/01/16 to 12/31/16

New **X** Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes **X**	No ☐
2) Comptroller Approval Form Attached:	Yes **X**	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes **X**	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes **X**	No ☐
5) Insurance Required	Yes ☐	No **X**

Agency Information

Vendor	
Name **Robert Horowitz**	Vendor ID# [redacted]
Address [redacted]	Contact Person
	Phone: [redacted]

County Department
Department Contact **John G. Marks**
Address **16 Cooper Street, Hempstead, NY 11550**
Phone: **516-572-2654**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑		John G. Marks	
2/10/16	OMB	*NIFS Approval*	☑	2/10/16	William Cote	Yes ☐ No ☐ Not required if blanket resolution
2/16/16	County Attorney	*CA RE & Insurance Verification*	☑	2/11/16	[illegible]	
2/11/16	County Attorney	*CA Approval as to form*	☑	2/11/16	[illegible]	
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes ☐ No ☒
2/4/16	County Attorney	*NIFS Approval*	☑	2/4/16	[illegible]	
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
3/2/16	Deputy County Exec.		☐	3/2/16	[illegible]	

RECEIVED NASSAU COUNTY ATTY

PR5254 (8/04)

Contract ID#: CQTV16000017

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract for services for 2016 and encumbrance.

Purpose:
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

Method of Procurement:
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

Procurement History:
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor has served as Acting Village Justice in the Village of Upper Brookville for 3 years.

Description of General Provisions:
The Contractor shall serve as a JHO as more fully described above.

Impact on Funding / Price Analysis:
Impact on funding is a maximum of $12,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 12,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 12,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 12,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 12,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Irene M. Higgins **Date:** Feb. 9, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/2/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: ROBERT HOROWITZ

2. Dollar amount requiring NIFA approval: $ $0.00

Amount to be encumbered: $ 12,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Providing services as needed in courtroom.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	✓ Yes	___ No	___ N/A

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

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

Nassau County Attorney as to form	✓ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQTV14000005 - $13,000.00 encumbered in 2015.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 2/9/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND ROBERT HOROWITZ.

WHEREAS, the County has negotiated a personal services agreement with Robert Horowitz for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Robert Horowitz.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: Deborah O'Connell
Treasurer, CSEA

FROM: John G. Marks
Executive Director, TPVA

DATE: January 29, 2016

SUBJECT: SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Robert Horowitz possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY

16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos,
Nassau County Comptroller

FROM: John G. Marks,
Executive Director

DATE: January 29, 2016

SUBJECT: Compliance with Comptroller Approval Form for
Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Robert Horowitz possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Horowitz has been providing this service for us since 2004 and has been efficient and more than competent in reducing our case load and determining cases.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: ROBERT HOROWITZ

CONTRACTORADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

X B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

2/9/16
Date

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

COUNTY OF NASSAU

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

1. Name of the Entity: Robert Horowitz

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

N/A

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

N/A

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A

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

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

Dated: 2/4/15

Signed: Robert Horowitz

Print Name: Robert Horowitz

Title: CHO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 29, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Robert Horowitz, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twelve Thousand dollars ($12,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the

capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency.

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit,

appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

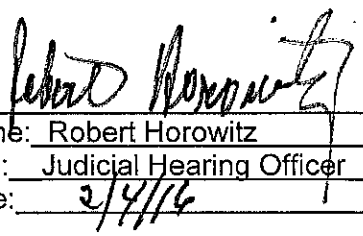
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ROBERT HOROWITZ

By: 
Name: Robert Horowitz
Title: Judicial Hearing Officer
Date: 2/4/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of February in the year 2016 before me personally came Robert Horowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

Reshmie Sukhedo
NOTARY PUBLIC

RESHMIE SUKHEDO
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01SU6184978
COMM. EXP. APRIL 14, 2016

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/18

Vendor: Robert Horowitz

Signed: Robert Horowitz

Print Name: ROBERT HOROWITZ

Title:

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/18/16

Signed: Robert Meacock

Print Name: ROBERT MEACOCK

Title:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT HOROWITZ
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address None
   City/state/zip —
   Telephone [redacted]
   Other present address(es) —
   City/state/zip —
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT HOROWITZ, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of April 2016

Nicole Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

ROBERT HOROWITZ
Name of submitting business

ROBERT HOROWITZ
Print name

Robert Horowitz
Signature

Title

04 / 18 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/16

1) Proposer's Legal Name: ROBERT ARROWOOD

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): N/A

Phone : [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: N/A

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
No conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company N/A

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT HOROWITZ, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of April 20__

Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

Name of submitting business: _____

By: ROBERT HOROWITZ
Print name

Signature

Title

04 / 18 / 16
Date

☆ Judge La Pera Disclosure Form

4-11-16
Additional back-up

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties. ✓

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

~~N/A~~

NONE

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY 19 P 2:14

La Vera Disclosure Form

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

N/A

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

N/A.

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

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

Dated: 1-14-16

Signed: R. LaVera

Print Name: RICHARD LAPERA

Title: Recruiting Officer

✓

Judge Richard LaPera
Bussiness History Form

If Yes, provide details for each such conviction N/A

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ___ If Yes, provide details for each such conviction. N/A

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. N/A

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. N/A No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists RLP N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists (RLP) N/A

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. V

If a situation should arise I would notify the County N/A (RLP)

Contract ID#: CQTV16000007

Department: Traffic & Parking Violations Agency

4-11-16

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CQTV16000007 **NIFS Entry Date: 2/4/2016** **Term: from 01/01/16 to 12/31/16**

New X Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes X	No ☐
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes ☐	No X

Agency Information

Vendor		County Department
Name **Richard A. LaPera**	Vendor ID# [redacted]	Department Contact **John G. Marks**
[redacted]	Contact Person	Address **16 Cooper Street, Hempstead, NY 11550**
	Phone [redacted]	Phone **516-572-2654**

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	2/4/16		
2/8/16	OMB	*NIFS Approval*	☑	2/8/16	William Cote	Yes☐ No☐ Not required if blanket resolution
2/10/16	County Attorney	*CA RE & Insurance Verification*	☑	2/11/16		
2/11/16	County Attorney	*CA Approval as to form*	☑	2/11/16		
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes☐ No☒
2/11/16	County Attorney	*NIFS Approval*	☑	2/11/16		
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
3/1/16	Deputy County Exec.		☐	3/1/16		

RECEIVED
NASSAU COUNTY
COUNTY LEGISLATURE
APR 29 P 2:11

PR5254 (1/05)

Contract ID#: CQTV16000007

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract for services for 2016 and encumbrance.

Purpose:
Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

Method of Procurement:
No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

Procurement History:
Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Richard A. LaPera was a sitting District Court Judge for twelve years and a sitting County Court Judge and thus more than meets the minimum two year requirement of traffic and parking experience.

Description of General Provisions:
The Contractor shall serve as a JHO as more fully described above.

Impact on Funding / Price Analysis:
Impact on funding is a maximum of $12,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 12,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 12,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 12,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 12,000.00

Document Prepared By: **Irene M. Higgins** **Date:** **2/4/2016**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/2/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/05)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: RICHARD A. LAPERA

2. Dollar amount requiring NIFA approval: $ $0.00

Amount to be encumbered: $ 12,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016-12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: PROVIDING SERVICES AS NEEDED IN COURT.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	✓ Yes	___ No	___ N/A
Has NIFA approved the borrowing for this contract?	✓ Yes	___ No	___ N/A

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

Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor also shall render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission.

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

Nassau County Attorney as to form	✓ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQTV14000007 - $13,000.00 encumbered in 2015.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann D Allen 2/10/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY, AND RICHARD A. LAPERA.

WHEREAS, the County has negotiated a personal services agreement with Richard A. Lapera for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Richard A. Lapera.

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDIP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	PP406	BOILDNG_S	900	900		900
	PP415	EQUIPMENT	2,000	2,000		2,000
	PP419	MISCELLANE	170,670	170,670	7,900	162,770
	PE500	MISCELLANE	9,790,890	9,790,890		9,790,890
	PE505	SYSTEMS_&	170,250	170,250		170,250
		EXP TOTAL	14,119,630	14,119,630	344,239	13,775,391
		REV - EXP	47,764,401	47,764,401	2,920,810	-44,843,591

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:24 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 02 2016 FEB 2016
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT : E20 DE CONTRACTUAL SERVICES
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	9,790,890	9,790,890		9,790,890
	DE505	SYSTEMS &	170,250	170,250		170,250
		EXP TOTAL	9,961,140	9,961,140		9,961,140

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 11 2015 NOV 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	11/30/2015	136F	VDTV15000264 01	TVGEN1000	DE500			11 2015
	11/30/2015	DISENCUMBER FUNDS						-14,550.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	09/28/2015	136P	VDTV15000190	01 TVGEN1000	DE500			09 2015
	09/11/2015	*JHO LAPERA - AUGUST 2015*						-900.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/19/2015	136P	VDTV15000153	01 TVGEN1000	DE500			08 2015
	08/11/2015	*JHO LAPERA - JULY 2015*						-1,200.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	07/17/2015	136P	VDTV15000128	01 TVGEN1000	DE500			07 2015
	07/08/2015	*JHO LAPERA - JUNE 2015*						-150.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 06 2015 JUNE 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	06/11/2015	136P	VDTV15000100	01 TVGEN1000	DE500			06 2015
	06/04/2015	*JHO LA PERA - MAY 2015*						-600.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 04 2015 APR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	04/13/2015	136P	VDTV15000039	01 TVGEN1000	DE500			04 2015
	04/09/2015	*JHO LAPERA - MARCH 2015*						-300.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 02/08/2016
LINK TO: VENDOR DETAIL 12:32 PM
ACTIVE
FISCAL MO/YEAR : 03 2015 MAR 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] RICHARD LAPERA

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	03/25/2015	107	CLTV15000010	01 TVGEN1000	DE500			03 2015
		AMENDMENT TO RENEW, SERVICES CHANGE & ENCUMBER F						13,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: Deborah O'Connell
Treasurer - CSEA

FROM: John G. Marks
Executive Director

DATE: January 29, 2016

SUBJECT: SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process.

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN G. MARKS
EXECUTIVE DIRECTOR

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
16 COOPER STREET
HEMPSTEAD, NEW YORK 11550
(516) 572-2654

INTER-DEPARTMENTAL MEMO

TO: George Maragos
Nassau County Comptroller

FROM: John G. Marks
Executive Director

DATE: January 29, 2016

SUBJECT: Compliance with Comptroller Approval Form for Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Richard A. LaPera possesses special skills that qualify him to be appointed without the competitive bidding process. Judge LaPera has been providing this service for us and has proven to be efficient and more than competent in his ability to reduce our case load and to determine cases.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: RICHARD A. LAPERA

CONTRACTORADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

X **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

2/7/16

Date

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

COUNTY OF NASSAU

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

1. Name of the Entity: Richard A. LaPera

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Independent Contractor ✓ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

N/A

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

N/A

6

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A.

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

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

Dated:_____

Signed: R. LaPera

Print Name: RICHARD LAPera

Title: Hearing Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 8, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Richard A. LaPera, having his principal office at [redacted] (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.

2. Services. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:

a. determine all questions of law;
b. act as the exclusive trier of all issues of fact
c. render a verdict;
d. impose sentence; or
e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the statutory rate of Three Hundred and Fifty Dollars ($350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars ($175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars ($175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twelve Thousand dollars ($12,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The contractor shall provide to the County a letter from the Nassau County Bar Association Judiciary Committee stating that the Contractor is well qualified to serve in the capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agency.

(c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor

shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending

termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i)

one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement.

Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

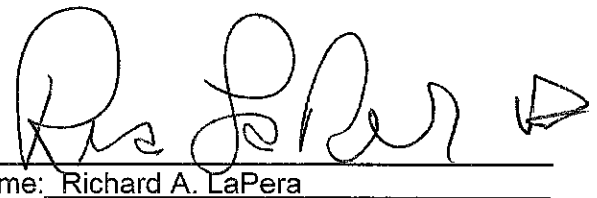
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

RICHARD A. LAPERA

By: 
Name: Richard A. LaPera
Title: Judicial Hearing Officer
Date: 1-14-16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Florida)

)ss.:

COUNTY OF ~~NASSAU~~) Palm Beach

On the 14th day of January in the year 2016 before me personally came Richard Capera to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the individual described herein and which executed the above instrument.

NOTARY PUBLIC

ERANGA A. DIAS
Notary Public - State of Florida
Commission # EE 219765
My Comm. Expires Jul 26, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Does not appy to me!!

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/26/16

Vendor: N/A

Signed: Rich LaPera

Print Name: RICHARD LA Pera

Title: Hearing Officer!

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A - I am not a Lobbyist

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

N/A

RECEIVED
APR 25 2016
NC/DC-TPVA
JAH

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A - I am not a lobbyist

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A -

RECEIVED
APR 25 2016
NC/DC-TPVA

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A –

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/27/16

Signed: Richard LaPena

Print Name: RICHARD LAPENA

Title: Hearing Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

RECEIVED
APR 25 2016
NC/DC-TPVA
JAH

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard LaPera
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address N/A
   City/state/zip N/A
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached.

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___		Treasurer N/A	
Chairman of Board ___/___/___		Shareholder N/A	
Chief Exec. Officer ___/___/___		Secretary N/A	
Chief Financial Officer ___/___/___		Partner N/A	
Vice President ___/___/___		N/A	

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN addition, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. Fuller, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of April 2016

Notary Public

LAUREN H. POTTINGER
MY COMMISSION #FF039499
EXPIRES July 24, 2017
(407) 398-0153 FloridaNotaryService.com

N/A
Name of submitting business

Richard Fuller
Print name

Signature

Hearing Officer
Title

4/18/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/18/16

1) Proposer's Legal Name: N/A - ND

2) Address of Place of Business: N/A ND

List all other business addresses used within last five years: N/A / ND

3) Mailing Address (if different): N/A / ND

Phone: N/A

Does the business own or rent its facilities? N/A / ND

4) Dun and Bradstreet number: N/A / ND

5) Federal I.D. Number: N/A ND

6) The proposer is a (check one): N/A Sole Proprietorship N/A Partnership N/A Corporation N/A Other (Describe) N/A

7) Does this business share office space, staff, or equipment expenses with any other business? N/A
Yes ___ No X If Yes, please provide details: N/A

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: N/A

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. N/A

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). N/A

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets N/A

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. N/A

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. N/A

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. N/A

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. N/A

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction N/A

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ___ If Yes, provide details for each such conviction. N/A

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. N/A

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓ If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. N/A

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. N/A No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO N/A

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO N/A

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company; N/A

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. N/A

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company N/A

Contact Person N/A

Address N/A

City/State N/A

Telephone N/A

Fax # N/A

E-Mail Address N/A

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, R. La Rera, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26 day of April 2016

Notary Public

LAUREN H. POTTINGER
MY COMMISSION # FF039499
EXPIRES July 24, 2017
(407) 398-0153 FloridaNotaryService.com

Name of submitting business: N/A

By: Richard La Rera
Print name

Signature

Hearing Officer
Title

4/18/16
Date

Contract ID#: CQPK1600049

Department: Parks, Rec & Museums

U-43-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Grant Park Concert**

NIFS ID #: CQPK1600049 NIFS Entry Date: 6/1/16 Term: **May 1-Dec 31, 2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Stuart Markus, d/b/a Gathering Time	Vendor ID# [redacted]
Address [redacted]	Contact Stuart Markus
REG: EMAIL: deserthighwayband@gmail.com	Phone: [redacted]

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/2/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/1/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/1/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/2/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/2/16		
6/8/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/9/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☑	6/10/16		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/14/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/14/16		

PR5254 (1/06)

Contract ID#: CQPK16000049

Department: Parks, Rec & Museums

Contract Summary

Description: Musical concert at Grant Park on July 12, 2016

Purpose: to provide a live musical performance of a Tribute to Crosby, Stills & Nash and Joni Mitchell at Grant Park, Hewlett, NY on July 12, 2016 from 7:00 to 8:00pm.

Method of Procurement: The performer will provide a professional performance as the band "Gathering Time," in a tribute concert to Crosby, Stills and Nash performing folk rock 1960s era music. In addition, Stuart Markus d/b/a Gathering Time has name recognition with Nassau County residents and self-promotes to increase the attendance. This service is specialized and unique as it involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process. These services cannot be provided by any staff currently employed by the county.

Procurement History: Grant Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 1 hour duration on July 12, 2016 at Grant Park, Hewlett, NY. Total cost: $1,200.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $1,200.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: grt	9700 dm
Object: de	500
Transaction:	

PK97 xS

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$1,200.00
TOTAL	$1,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt 9700 dm de500 pk97 xS	$1,200.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$1,200.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal Date: June 1, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/14/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

CQPK16-49

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Stuart Markus d/b/a Gathering Time

2. Dollar amount requiring NIFA approval: $ 1,200.00

Amount to be encumbered: $ 1,200.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No
Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A
Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To provide a live musical performance of a Tribute to Crosby, Stills & Nash and Joni Mitchell at Grant Park, Hewlett, NY on July 12, 2016 from 7:00pm-8:00pm.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-49

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemary Miller 6/10/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND STUART MARKUS, D/B/A/ GATHERING TIME.

WHEREAS, the County has negotiated a personal services agreement with Stuart Markus, d/b/a/ Gathering Time to provide a musical performance at Grant Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Stuart Markus, d/b/a/ Gathering Time.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Stuart Markus d/b/a Gathering Time

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

6/24/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

June 1, 2016

Service: Personal Services Contract for Stuart Markus d/b/a Gathering Time

The above mentioned performer will provide a professional performances as the band "Gathering Time," in a tribute concert to Crosby, Stills and Nash performing folk rock 1960s era music. In addition, Stuart Markus d/b/a Gathering Time has name recognition with Nassau County residents and self-promotes to increase the attendance.

This service is specialized and unique as it involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process.
These services cannot be provided by any staff currently employed by the county.

Brian Nugent
Chief Deputy Commissioner

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Stuart Markus, d/b/a Gatherny Time

Dated: 5/16/16

Signed: [signature]

Print Name: Stuart Markus

Title: Band leader

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____Stuart j. Markus_____

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address _____

   City/state/zip _____(same)_____

   Telephone [redacted]

   Other present address(es) ____none_____

   City/state/zip _____

   Telephone [redacted]

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President _4/_07_/2010 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES **X** If Yes, provide details. (I am the sole proprietor and have investing in the majority of the sound equipment as well as my own musical instruments.)

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO **X** YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _**X** YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any

federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO __X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Stuart Markus, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of May 2016

Notary Public

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified in Nassau County
My Commission Expires 09/05/2018

Stuart Markus d/b/a Gathering Time
Name of submitting business

Stuart Markus
Print name

Signature

Band leader
Title

5 / 27 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____26/May/2016_____

1) Proposer's Legal Name: _____Stuart J. Markus_____

2) Address of Place of Business: _____[redacted]_____

List all other business addresses used within last five years:
_____None____

3) Mailing Address (if different):_____Same_____ p

Phone: _____[redacted]__

Does the business own or rent its facilities?____Own_

4) Dun and Bradstreet number:____None__

5) Federal I.D. Number: _____[redacted]_____

6) The proposer is a (check one): _X_ Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No _X If Yes, please provide details: _____None_____
_____ _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____
_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details._____
_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No _X_ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No _X_ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No _X_ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _X_ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No _X_ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _X_ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists _____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

_____No Conflict Exists_____

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. __I will not hire or offer any employment or chance for enrichment to any county employee who has part in the decisions to hire me for my professional services _____

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. ****SEE BELOW****

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____Dix Hills Performing Arts Center_____

Contact Person_____Martin Cohen (former director)_____

Address _____[redacted]_____

City/State _____[redacted]_____

Telephone _____[redacted]_____

Fax # _____

E-Mail Address_____mart32753@aol.com_____

[redacted]

Company _____Pine Hollow Country Club_____

Contact Person_____Emma Meola, Admin. Assistant_____

Address _____6601 Rt. 25A East Norwich, NY 11732_____

City/State _____

Telephone _____(516) 922-0300_____

Fax # _____(516)____922-0411_____

E-Mail Address_____Emma@pinehollowcc.org_____

Company _____Plandome Country Club_____

Contact Person_____Jo-al _____

Address _____145 Stonytown Rd,_____

City/State _____Plandome, NY 11030_____

Telephone _____(516)___627-1200_____

Fax # _____(516) 627-2138_____

E-Mail Address_____joaov@plandomecc.com_____

Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

***I have studied music in private and public schools since the age of 6, when I first took piano lessons, and began studying guitar at age 8. I studied French horn starting in 3rd grade, and drums starting in 7th grade.

In high school I studied voice and music theory at the Eastman School of Music; I continued my studies with a concentration in music at the University of Pennsylvania, where I studied music theory, ear training, music history, jazz, film scoring, the physics of music and the history and theory of pop music.

I have been performing professionally since 1994 and full time since 2003, starting out in bars and restaurants and soon breaking into private parties, country clubs and catered events. I formed Gathering Time in 2007, and the group has been performing and touring extensively on the northeastern folk circuit since 2008. Around that time we began developing a number of tribute shows to the folk-rock acts of the 1960s and '70s that influenced our sound.

By itself, the group averages more than 35 performances a year, including shows of original and cover material. We have recorded and released four albums of original, traditional and cover songs, most recently this past March, "Keepsake," which was #1 on the Folk DJ-chart.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Stuart Markus, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of May 2016

Notary Public

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified in Nassau County
My Commission Expires 09/05/2018

Name of submitting business: Stuart Markus d/b/a Gathering Time.

By: Stuart Markus
Print name

Signature

Band leader
Title

5/27/16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Stuart Markus, d/b/a Gathering Time

Address: [redacted]

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp d/b/a Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Stuart Markus - [redacted]

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

None

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Rosenthal, Lynn

From: Gathering Time <gatheringtime@aol.com>
Sent: Wednesday, June 15, 2016 11:53 PM
To: Rosenthal, Lynn
Subject: Re: Automatic reply: GATHERING TIME CONTRACT - 2016

Hi Lynn,

Per our conversation this afternoon, I may have misunderstood the question on the Lobbying Disclosure Form about whether I had solicited any county official on any matter relating to my business.

Understanding the meaning of the question now, the answer is "none."

best,
Stuart Markus

Gathering Time
folk-rock harmony trio
www.gathering-time.com
www.youtube.com/gatheringtimetrio
www.soundcloud.com/gatheringtime

-----Original Message-----
From: Rosenthal, Lynn <lrosenthal@nassaucountyny.gov>
To: Gathering Time <gatheringtime@aol.com>
Sent: Mon, May 2, 2016 10:17 am
Subject: Automatic reply: GATHERING TIME CONTRACT - 2016

Out of the office from 4-28 through 5-6. Please contact Eileen Krieb for assistance at 572-0378 or e-mail at ekrieb@nassaucountyny.gov.

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

None, except solicitations to D.C. Parks Department to hire my band for a concert engagement.

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

NONE

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

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

Dated: 5/10/16

Signed: Stuart Markus

Print Name: Stuart J. Markus

Title: Bandleader

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Stuart Markus, d/b/a Gathering Time** having its principal office at 388 Ocean Avenue, Malverne, NY 11565 (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following performers:

Tribute to Crosby, Stills & Nash and Joni Mitchell (the "Performer"), for one (1) live musical performance at Grant Park, Hewlett, NY to be held on July 12, 2016, from 7:00 p.m. to 8 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **One thousand two hundred dollars** (1,200.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($600.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the

Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Gathering Time
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Event(s) and Date(s): Tribute to Crosby, Stills & Nash and Joni Mitchell on July 12, 2016
Location: Grant Park, Hewlett, NY

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such

prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the

person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, due to the fact is it under the $5,000 threshold.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the

Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been

obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

STUART MARKUS d/b/a GATHERING TIME

By: _____
Name: Stuart J. Markus
Title: Band Leader
Date: 5/10/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 18th day of May in the year 2016 before me personally came Stuart Markus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Board Leader of Gathering Time, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JASON SOLOW
Notary Public - State of New York
NO. 01SO6152275
Qualified In Nassau County
My Commission Expires 09/05/2018

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Stuart J. Markus (Name)

[redacted] (Address)

(516) 661-7161 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/10/16
Dated

Signature of Chief Executive Officer

Stuart J. Markows
Name of Chief Executive Officer

Sworn to before me this

17th day of May, 2016.

Notary Public

GRANT P. GILLIAM
Notary Public, State of New York
No. 01GI6310881
Qualified in Nassau County
Commission Expires September 2, 2018

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: GRANT SUMMARY INQUIRY 4:38 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: GRANT SUMMARY INQUIRY 4:39 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/09/2016
LINK TO: VENDOR SUMMARY 4:39 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] STUART MARKUS
VENDOR ALPHA :

S VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	2,000.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

Contract ID#: CQPK1600000055

Department: Parks, Rec & Museums

U-44-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Grant Park Concert**

NIFS ID #: CQPK1600000055 NIFS Entry Date: 6/8/16 Term: **May 15 thru completion of Program**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Paul Gergenti	Vendor ID [redacted]
Address [redacted] REG: EMAIL: TheClusters@verizon.net	Contact Paul Gergenti Phone: [redacted]

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/9/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/9/16

Eileen Krieb, CSR _____ **Date** 6/9/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd/ Fw'd	SIGNATURE	Leg. Approval Required
6/9/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/9/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16		
6/12/16	County Attorney	*CA Approval as to form* ☑	6/12/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/14/16	County Executive	*Notarization Filed with Clerk of the Leg.* ☐	6/14/16		

RECEIVED NASSAU COUNTY LEGISLATURE 2016 JUN 13 P 2:33

PR5254 (1/06)

Contract ID#: CQPK1600055

Department: Parks, Rec & Museums

Contract Summary

Description: Musical concert performance , the Clusters at Lakeside Theatre on July 15, 2016

Purpose: to provide a live musical performance of the Clusters at Lakeside Theatre, Eisenhower Park, on July 15, 2016 from 8:00 to 10:00pm.

Method of Procurement: The contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above-mentioned concert. The Clusters have a long history in the Doo Wop genre of music, beginning in 1957, with several hits, the most notable: "Darling Can't You Tell," which rose to #10 on the Billboard charts. The "new" Clusters reformed in 2003 and continued the artistry with original bass singer Joe Gugliotta, reprising the music. This genre is much appreciated by many and brings very large audiences to Lakeside Theatre and other parks. The Clusters offer a tribute to their history as well as traditional Doo Wop, at a very affordable price. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Procurement History: Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 hour duration on July 15, 2016 at Lakeside Theatre, Eisenhower Park NY. Total cost: $2,450.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $2,450.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$2,450.00**
TOTAL	**$2,450.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	gen 1800 de 500	**$2,450.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$2,450.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 7, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/14/16

PR5254 (1/06)

CQPL16-55

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Paul Gergenti

2. Dollar amount requiring NIFA approval: $ 2,450.00

Amount to be encumbered: $ 2,450.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/15/16-upon completion of

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To provide a live musical performance of the Clusters at Lakeside Theatre, Eisenhower Park, on July 15, 2016 from 8:00 to 10:00pm.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-55

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/2/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PAUL GERGENTI.

WHEREAS, the County has negotiated a personal services agreement with Paul Gergenti (the "Clusters") to provide a musical performance at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Paul Gergenti.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Paul Gergenti

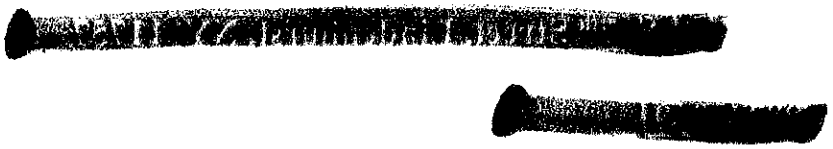
CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

6/9/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 5, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Paul Gergenti
Re: July 15, 2016 appearance of The Clusters

The above contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

The Clusters have a long history in the Doo Wop genre of music, beginning in 1957, with several hits, the most notable: "Darling Can't You Tell," which rose to #10 on the Billboard charts. The "new" Clusters reformed in 2003 and continued the artistry with original bass singer Joe Gugliotta, reprising the music. This genre is much appreciated by many and brings very large audiences to Lakeside Theatre and other parks. The Clusters offer a tribute to their history as well as traditional Doo Wop, at a very affordable price. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN;CAG

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/16/16

Vendor: Paul Gergenti

Signed: Paul Gergenti

Print Name: Paul Gergenti

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Paul Gergenti

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ✓ / / Treasurer / /

   Chairman of Board / / Shareholder / /

   Chief Exec. Officer / / Secretary / /

   Chief Financial Officer / / Partner / /

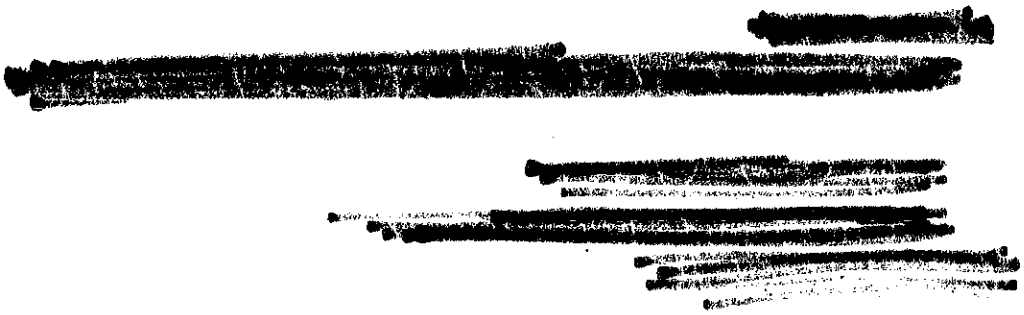
   Vice President / / _____ / /

   (Other) Performer 1/20/2001

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. Paid Performer

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Paul Gergenti, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of May 2016

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/19

Notary Public

The Clusters / Paul Gergenti
Name of submitting business

Paul Gergenti
Print name

Signature

Title

5 / 17 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/16/14

1) Proposer's Legal Name: PAUL GERGENTI

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

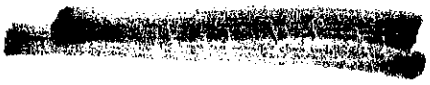
6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

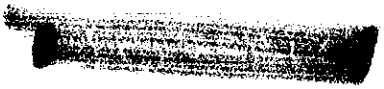
7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

_____ _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

_____





9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. ~~N/A~~ ~~N/A Conflict Exists~~ In the Event that a possible conflict arises, I inform the County of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Babylon

Contact Person Frank Bachety

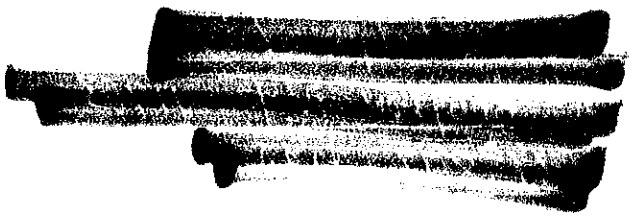
Address [redacted]

City/State

Telephone

Fax #

E-Mail Address



Company Town of Oyster Bay

Contact Person Maureen fitzgerald

Address 977 Hicksville Rd.

City/State Massapequa N.Y. 11758

Telephone 516 797-7909

Fax #

E-Mail Address

Company Yahney Group.

Contact Person Jeff Yahney

Address 581 Caldonia Rd.

City/State Dix Hills N.Y. 11746

Telephone 516 987-5333

Fax #

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Paul Gergenti, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17th day of May 2016

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/19

Notary Public

The Clusters / Paul Gergenti
Name of submitting business

Paul Gergenti
Printname

Signature

Title

5 / 17 / 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: PAUL GERGENTI

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

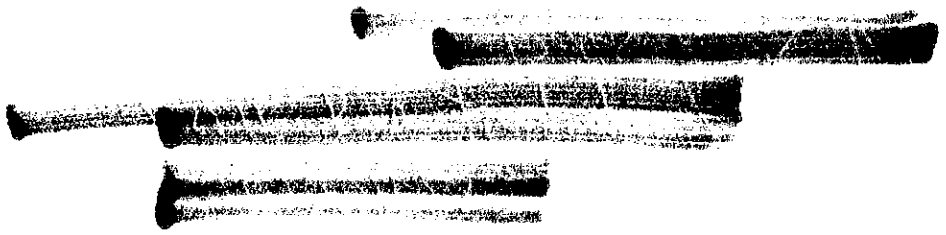
____Ltd. Liability Co ____Closely Held Corp INDIVIDUAL ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

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

NONE



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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

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

NONE

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

NONE

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

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

Dated: 5/16/16

Signed: [signature]

Print Name: Paul Gergenti

Title:

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Paul Gergenti**, having its principal address at 571 S. 7th Street, Lindenhurst, NY 11757 (the "Performer" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 15, 2016 and shall terminate upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained to perform a live musical performance, **the Clusters**, at Lakeside Theatre, Eisenhower Park; to be held on July 15, 2016, from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

The Performer shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Two Thousand Four Hundred Fifty Dollars** ($2,450.00). The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted after the performance to the County. This amount is inclusive of any and all expenses including the supporting band, travel and rehearsal. For Payment purposes, the following amounts shall be allocated to each Performer:

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) There shall be an advance payment of 50% (a total of $1,225.00) of the maximum amount for each Performer, made payable to the Performer. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Performer, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment of $1,225.00 shall be payable to the Performer and shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Performer will receive no payments respecting any services performed after the Performer received notice of termination from the County.

(e) Non-Completion. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the completion of the Program, the Performer shall immediately return any and all payments that the Performer has received. The re-payment shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Performer shall comply and shall cause all Performer Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause all Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property. The Performer shall prominently display on the home page of the Performer's website its scheduled performance at the Holiday Spectacular.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause all Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Paul Gergenti
[redacted]

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured for a musical performance, the Clusters
Date(s): July 15, 2016
Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer uses a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party

this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled. In the event that the program is cancelled prior to the Performer performing as stated in this section, the Performer shall return all payments received by the Performer pursuant to Section 3, above.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to

third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

(e) In the event that the performance does not take place, for any reason, the Contractor agrees to perform at a re-scheduled date. Said date to be at the mutual agreement of the parties.

(f) Performer acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(g) The Performer shall make itself available for photographs prior to the performance.

(h) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(i) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.

(j) Either prior to, during, or following any Performance (on site), neither Performer nor any agent, contractor or employee of the Performer, may mention any future shows or events that are not County shows or events. Performer's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

20. Streaming Video. The Performer and/or Performer hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

23. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, since the contract is for less than five thousand dollars ($5,000.00).

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

PAUL GERGENTI

By: _____
Name: PAUL GERGENTI
Title: Performer
Date: 5/16/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 17th day of MAY in the year 2016 before me personally came Paul Gerganti to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Performer of New York Olympic Revue, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Douglas Madlon

NOTARY PUBLIC

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/18

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

On the day of in the year before me personally came to me personally known, who, being duly sworn, did depose and said that (s)he resides in County; that (s)he is the County Executive or Chief Deputy County Executive or Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Paul Gergenti (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true [redacted]

5/17/16
Dated

Signature of Chief Executive Officer

Paul Gergenti
Name of Chief Executive Officer

Sworn to before me this

17 day of May, 2016.

Douglas Madlon
Notary Public

DOUGLAS MADLON
Notary Public, State of New York
No. 4936432
Qualified in Suffolk County
Commission Expires 7/18/18

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 9:58 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,661	683,353

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:29 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] PAUL GERGENTI
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES			
	RETAINAGES			
	ACCRUALS			
	PAYMENTS			
	CASH RECEIPTS			
	ACCT RECVABLE			
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD			
	TAX LIENS PAID			
	ST BCKUP W/HOLD			
	ST BU W/H PAID			

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G0007 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

[redacted]

Contract ID#: CQPK16000056

Department: Parks, Rec & Museums

U-45-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Miming and mechanical man entertainment at OBVR

NIFS ID #: CQPK16000056 NIFS Entry Date: 6/8/16 Term: 3/1/16-12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☐	No ☒

Agency Information

Vendor		County Department
Name: Christopher Eyers Yerlig	Vendor ID# [redacted]	Department Contact Eileen Krieb
Address [redacted]	Contact Person Christopher Yerlig	Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
REG: Email: chrisyer@hailmail.net	Phone [redacted]	Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Deputy Commissioner _____ Date 6/9/16

Frank Camerlengo, Dep. Commissioner _____ Date 6/9/16

Eileen Krieb, CSR _____ Date 6/9/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/10/16	[signature]	
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA_RE & Insurance Verification* ☑	6/12/16	[signature]	
6/12/16	County Attorney	*CA Approval as to form* ☑	6/12/16	[signature]	Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐		[signature]	
	County Attorney	*NIFS Approval* ☐			
6/14/16	Comptroller	*NIFS Approval* ☐	6/14/16	[signature]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUN 15 P 8:33

PR5254 (1/06)

Contract ID#: CQPK16000056

Department: Parks, Rec & Museums

	County Executive	*Notarization* *Filed with Clerk of the Leg*		

Contract Summary

Description: Miming and mechanical man entertainment at Old Bethpage Village Restoration

Purpose: to provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

Method of Procurement: This service is specialized and unique as a Civil War Era Brass Band and involves skills that cannot be evaluated through a competitive process. Performers in general cannot be evaluated through a competitive bidding process.

Procurement History: These services cannot be provided by any staff currently employed by the County to perform at Old Bethpage Village Restoration

Description of General Provisions: Chris Yerlig will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

[redacted]

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $7,000.00 [redacted]

Professional Services CONTRACT PROCESSING FEE $160 - attach [redacted]

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted): [redacted]

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	97000th
Resp:	
Object:	de 500
Transaction:	

PK97 X5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$7,000.00
TOTAL	$7,000.00

LINE	INDEX/OBJECT CODE	PK97 AMOUNT
1	pkgrt 9700 th de 500 X5	$7.000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$7,000.00

Document Prepared By: L. Rosenthal **Date:** 6/8/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/14/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

CQPK16-5C

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Christopher Eyers Yerling

2. Dollar amount requiring NIFA approval: $ 7,000.00

Amount to be encumbered: $ 7,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 3/1/16-12/13/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No

Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A

Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

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

To provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-56

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Donnelly 6/2/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CHRISTOPHER EYERS YERLIG

WHEREAS, the County has negotiated a personal services agreement with Christopher Eyers Yerlig, to provide mime entertainment, including mechanical man and roving mime performances at Old Bethpage Village Restoration, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Christopher Eyers Yerlig.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Christopher Evers Yerlig

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

6/9/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

March 8, 2016

Service: Personal Services Contract for Christopher Yerlig

The above mentioned performer will provide professional performances of miming and mechanical man entertainment to benefit Nassau County residents at Old Bethpage Village Restoration for the 2016 season.

This service is specialized and unique as a Civil War Era Brass Band and involves skills that cannot be evaluated through a competitive bidding process. Performers in general cannot be evaluated through a competitive bidding process.

These services cannot be provided by any staff currently employed by the county.

Brian Nugent
Chief Deputy Commissioner

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 18, 2016

Vendor: Christopher Eyers-Yerlig

Signed: [signature]

Print Name: Christopher Yerlig

Title: Owner / Operator

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christopher Eyers Yerlig
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) PO Box 3563
   City/state/zip Amherst MA 01004
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ Owner - Operator Jan 1991
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X_ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher Eyers Yerlig, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of June 2016

Notary Public

C. CLAYTON MOUNT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar 27, 2020

Name of submitting business: Christopher Eyers Yerlig

By: Christopher Eyers Yerlig
Print name

Signature

Owner - Operator
Title

06 / 03 / 2016
Date

Christopher Eyers Yerlig
PO Box 3563 Amherst MA 01004
chris@mimealot.com [redacted]
http://www.mimealot.com

OBJECTIVE

Perform, teach and facilitate non-verbal theater to inspire laughter, awe, and a sense of connection, amongst people around the world.

SKILLS

- Theater (Mime, Robot, Magic, Clowning, Dance, Percussion, Didgeridoo, Prop and Mask making and repair); Teaching: Mime and Magic; Languages (4 fluent, ice-breakers in 15)

PERFORMING EXPERIENCE

I have performed over 4000 mime/clown programs in 18 countries. In the emerging world my work has often highlighted health and education programs. (NY State examples in **bold**)

- Clowns Without Borders, 2016 to present: Haiti trip coordinator, clown team performer, languages interpreter
- **Port Washington Holiday Magic, Long Island NY 2014; Mime performer & artists' coordinator**
- Magicians Without Borders, 2009 to present: Mime and magic shows and instruction in El Salvador, Guatemala, India
- Beach Street USA, Virginia Beach VA, 2009 to present: Featured act
- **Nassau County Long Island Fair & Halloween Show 2000 to present: Mime acts**
- **Falcon Ridge Folk Festival, Hillsdale NY 1999 to present: Featured act**
- Project Troubador, Salisbury CT, 1995 to present: Dominican Republic, Cameroon, Benin, Morocco, Bangladesh and Haiti--HIV/AIDS education theater for communities; Shows in schools, orphanages, hospitals & disabled centers
- **Historic Hudson Valley: Washington Irving's Sunnyside, 2008 to 2013: Mime acts**
- **Historic Hudson Valley: Van Cortlandt Manor, 2007-2013: Mime act**
- AMEX/Cirque Du Soleil, Boston 2012: VIP preshow
- All Star Circus, Bangladesh 2012: Guest artist
- Tribute Show for mime, Partha Pratim Mujumder, Dhaka, Bangladesh 2012: Guest artist
- Jeff McBride's Wonderground, Las Vegas NV, 2011: Guest artist
- Sands Expo trade show, Las Vegas NV, 2011: Mime product demonstration for Crypton Inc
- Mundo di Mucha, Curacao (Dutch Antilles), 2009: Educational mime performances at Luna Blou Theater
- Enchanted Circle Theater, Holyoke MA, 1997 to 2008: Actor in multi-cultural educational theater productions for schools (Folktales Shows: 'Japanese-', Russian-', 'African-' & 'Page to Stage'); mime and theater instruction residencies in schools
- Huis Ten Bosch Theme Park, Kyushu, Japan, 2007: Mime shows
- International Clown Festival, Shanghai, China, 2007: Mime shows
- Revels North Christmas Revels 2005-The Fool and the Flying Ship: 'The Fool'; 2003-2005 Norwich VT Solstice Pageants
- AT&T Circo Mundial, Puerto Rico 1997: Clown; Director, Clown Doctor program for hospitals and disabled centers
- Circus America Athens GA Olympics, 1996: Clown

EDUCATION/HISTORY

- New England Performers Retreat, Hats Off Performers Guild
- Pool Time Circus School, England 1987: Circus skills
- Bristol Polytechnic/University of the West of England, 1985: French and Spanish
- Laughter Yoga; Certified Leader

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06-03-16

1) Proposer's Legal Name: Christopher Eyers Yerlig

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
P.O. Box 3563, Amherst MA 01004

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. I am a solo performer, based in Massachusetts, and have no relationship with Nassau County other than performing

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 25

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Historic Hudson Valley's Sunnyside Museum

Contact Person Michael Lord, director

Address 3 W. Sunnyside Lane

City/State Irvington NY 10533

Telephone 914-591-8763

Fax # _____

E-Mail Address mlord@hudsonvalley.org

Company Historic Hudson Valley's Van Cortlandt Manor Museum

Contact Person Cheryl Bernstein

Address 525 S. Riverside Ave

City/State Croton-On-Hudson NY 10520

Telephone 914-271-8981

Fax,# -

E-Mail Address cbernstein@hudsonvalley.org

Company Port Washington Chamber of Commerce

Contact Person Mariann Dalimonte

Address 329 Main St.

City/State Port Washington NY 11050

Telephone 516-767-9151

Fax,# -

E-Mail Address mdalimonte@pwresidents.org

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher Eyers Yerlis being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 3rd day of June 2016

C. Clayton Mount
Notary Public

C. CLAYTON MOUNT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar. 27, 2020

Christopher Eyers Yerlis
Name of submitting business

Christopher Eyers Yerlis
Print name

Signature

Owner operator.
Title

06 / 03 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Christopher Eyers-Yerlig

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Entertainment Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Christopher Eyers-Yerlig [redacted]

[redacted]

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

None

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: April 18, 2016

Signed: [signature]

Print Name: Christopher Eyers-Yerlig

Title: Owner / Operator

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) Christopher Eyers Yerlig, having its principal address at [redacted] (the "Performer") (collectively the "Contractors").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2016 and shall terminate on December 31, 2016, unless sonner terminated as provided herein.

2. Program. The Contractor is hereby retained by the County to provide Traditional 19th Century mime entertainment, including mechanical man and roving mime performances at the Old Bethpage Village Restoration special events as listed in Appendix "A" (the "Program"). Dates and performances are tentative and are subject to change.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractors as full consideration for the services under this Agreement shall not exceed seven thousand ($7,000.00). This amount is inclusive of any and all expenses, including, travel. Payment shall be made to the Performer on a weekly basis when the performer submits an invoice for services rendered.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Peformer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Perfomer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

11. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

12. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

13. Work Performance Liability. The Performer are and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the Nassau County Treasurer by the Contractor upon signing this Agreement us.

19. Miscellaneous

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Christopher Eyers Yerlig

By: _____
Name: Christopher Eyers Yerlig
Title: Principal, Mineola HS
Date: 4-6-16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

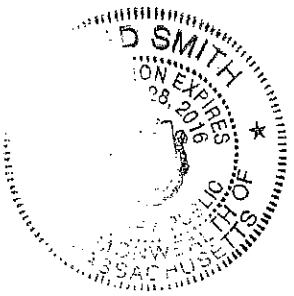
PLEASE EXECUTE IN BLUE INK

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

On the 6th day of April in the year 2016 before me personally came [illegible] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Hampshire; that he or she is the principal of Wilmedat, the sole ~~corporation~~ proprietorship described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Edward Smith
NOTARY PUBLIC

My commission expires 10-25-16



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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Christopher Eyers Yerlig
Appendix A

$700.00/day for 10 days
Total: $7,000.00

Dates:
June 18
June 19
July 2
July 3
July 4
September 24
September 25
September 30
October 1
October 2

In the event that any these dates are cancelled for any reason the performer can, with the approval of the Department of Parks, reschedule for a day and time that is convenient for Old Bethpage Village Restoration and the performer.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Christopher Eyers-Yerig (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ___X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____
_____
_____
_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___X___ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

04-21-16
Dated

Signature of Chief Executive Officer

Christopher Eyers-Yerlig
Name of Chief Executive Officer

Sworn to before me this
21 day of April, 2016.

Edward Smith
Notary Public

EDWARD SMITH
MY COMMISSION EXPIRES OCTOBER 28, 2016
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

My Commission expires 10-28-2016

Appendix EE

- Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:20 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] CHRISTOPHER EYERS YERLIG
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	2,600.00
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

Christopher Yerlig
[redacted]

162
5-7017/2110

April 30 2016
Date

Pay to the Order of Nassau County Treasurer $ 160-00

One Hundred x Sixty Dollars

Security Features Details on Back.

Citizens Bank

Christopher Evers Yerlig

For [redacted]

[redacted] 0162

CQPK16-56

Contract ID#: CQPK1600053

Department: Parks, Rec & Museums

U-46-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concerts

NIFS ID #: CQPK1600053 NIFS Entry Date: 6/1/16 Term: **May 16, 2016-Nov 30, 2019**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: MLicata Entertainment LLC	Vendor ID# [redacted]
Address [redacted] REG: EMAIL: mlicataent@optimum.net	Contact Michelle Licata Phone: 631-838-1206

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** _____

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/7/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/7/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry-(Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/8/16		
	OMB	*NIFS Approval (Contractor Registered)* ☐	6/9/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☐	6/10/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 15 P 11:02

Contract ID#: CQPK1600053

Department: Parks, Rec & Museums

Contract Summary

Description: Musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre on July 17, 2016
Purpose: to obtain and promote the services of the musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on July 17, 2016.
Method of Procurement: RFP# PK0307-1605, dated April 7, 2016
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on July 17, 2016 at Lakeside Theatre. Total cost: $6,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $6,000.00 CONTRACT PROCESSING FEE #160 - copy attached
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$6,000.00**
TOTAL	**$6,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	**$6,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$6.000.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 6, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

CQPK16-53

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: MLicata Entertainment LLC

2. Dollar amount requiring NIFA approval: $ 6,000.00

Amount to be encumbered: $ 6,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/16/16-11/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To obtain and promote the services of the musical performance of Alisha, Michael Live Project and Somethin Fresh concert at Lakeside Theatre, Eisenhower Park, from 8:00pm-10:00pm on July 17, 2016.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPK15000047-$7,000.00

CQPX16-53

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MLICATA ENTERTAINMENT LLC.

WHEREAS, the County has negotiated a personal services agreement with MLicata Entertainment LLC to provide the services for a musical performance at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with MLicata Entertainment LLC.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: MLICATA ENTERTAINMENT, LLC

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **MLICATA ENTERTAINMENT, LLC was one (1) of Five (5) Proposers awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 10%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 10%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25%
TOTAL SCORE:	**SCORE:** 85%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-15-16
Name: Theodore Biel
Title: Mobile Electronic Operations Supv.

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 19
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 10
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 15
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 20
TOTAL SCORE:	**SCORE:** 60

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
~~[illegible]~~ LIGHT ON AVAILABLE TALENT

Recommendation: AWARD
Date: 4/15/16
Name: [illegible]
Title: DEPUTY COMMISSIONER

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 15
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 15
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 15
TOTAL SCORE:	**SCORE:** 65

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: C. Gillen C. Gillen
Title: Info Spec II

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-1 Evaluation Score Sheet – *MLicataEntertainment LLC*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 15%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 20%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25%
TOTAL SCORE:	**SCORE:** 80%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: Paul Wygand
Title: Audio Engineer

Paul W

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/23/16

Vendor: MLicata Entertainment LLC

Signed:

Print Name: Michelle Licata

Title: President

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michelle Licata
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone 631 839-1206
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 4/23/13 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michelle Licata, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of April 2016

Melissa Riche
Notary Public

MELISSA RICHE
Notary Public - State of New York
NO. 01RI6251637
Qualified in Suffolk County
My Commission Expires Jan 14, 2020

MLicataEntertainment
Name of submitting business

Michelle Licata
Print name

Signature

President
Title

4/15/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/23/4

1) Proposer's Legal Name: MLicataEntertainment-LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 631 838-1206

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ✗ If Yes, provide details for each such charge. _____

_____

_____

b) Any misdemeanor charge pending? No ✓ Yes ✗ If Yes, provide details for each such charge. _____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

_____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

_____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

_____

_____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

_____

_____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

_____

_____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

_____

_____

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. no conflict exists

_____

_____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

no conflict exists

Nonetheless one arises the County will be notified to make determination

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation: April 23.2013 ML

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Resorts World Casino

Contact Person Angela Gozzi

Address 11100-00 Rockaway Blvd

City/State Jamaica, NY

Telephone 718 215-2943

Fax #

E-Mail Address angela.gozzi@rwnewyork.com

however one arises the County will be notified to make determination

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____

_____

_____

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Resorts World Casino

Contact Person Angela Gozzi

Address 11100-00 Rockaway Blvd

City/State Jamaica, NY

Telephone 718 215-2943

Fax # _____

E-Mail Address angela.gozzi@rwnewyork.com

Company The Living Room

Contact Person Ron Pein's

Address 432 N. Wantagh Avenue

City/State Bethpage NY

Telephone 917 774-5700

Fax #

E-Mail Address carlcynth@aol.com

Company JLSB Entertainment

Contact Person Robert Goodrich

Address

City/State

Telephone 646 523-4994

Fax #

E-Mail Address nynightclub@aol.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michelle Licata, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23 day of May, 2016

Notary Public

KELLY A KIESLING
Notary Public - State of New York
NO. 01KI6336459
Qualified in Suffolk County
My Commission Expires Mar 14, 2020

Name of submitting business: MLicata Entertainment LLC

By: Michelle Licata
Print name

Signature

President
Title

5/23/16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: MLicataEntertainment LLC

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michelle Licata

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

Michelle Licata

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

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

none

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

none

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

none

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

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

Dated: 5/23/16

Signed: [signature]

Print Name: Michelle Licata

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **MLicata Entertainment LLC** having its principal office at [redacted] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods.

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 16, 2016 and shall terminate on November 30, 2019 (three seasons), with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following (any or all shows: the "Program") in 2016: **Alisha, Michael Live Project and Somethin Fresh** (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park; to be held on July 17, 2016,

from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Six Thousand Dollars** (6,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($3,000.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all

statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State

Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
MLicata Entertainment LLC
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Event(s) and Date(s): Alisha, Michael Live Project and Somethin Fresh - July 17, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under

this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the

Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

MLICATA ENTERTAINMENT, LLC

By: _____
Name: Michelle Licata
Title: President
Date: 5/23/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of June in the year 2016 before me personally came Michelle Licata to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Promoter of MLicata Enterprises, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
JOEL M. SCHLENGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Michelle Licata (Name)

[redacted] (Address)

631 838-1201 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 2, 2016
Dated

Michelle Licata
Signature of Chief Executive Officer

Michelle Licata
Name of Chief Executive Officer

Sworn to before me this

2ND day of June, 2016.

Notary Public

JOEL M. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 3:15 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,711	683,303

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: VENDOR SUMMARY 3:14 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : [redacted] MLICATA ENTERTAINMENT LLC
VENDOR ALPHA :

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	7,000.00	7,000.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	7,000.00	7,000.00
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

[redacted]

MLICATAENTERTAINMENT LLC

[redacted]

DATE June 8, 2016

PAY TO THE ORDER OF Treasurer of Nassau County $ 160.00/100

One Hundred and Sixty 00/100 DOLLARS

TD Bank
America's Most Convenient Bank®

FOR ~~Re~~ July 17, 2016 Show

[redacted]

Contract ID#: CQAT15000009

Department: County Attorney

4-49-16

Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT16000008 NIFS Entry Date: 01/12/2016 Term: January 9, 2015 – January 8, 2017

New ☐ Renewal ☒	
Amendment #1	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Sobel Law Group, LLC	Vendor ID#: 243866641	Department Contact: Jaclyn Delle
Address: 464 New York Avenue, Suite 100, Huntington, New York 11743	Contact Person: Curtis Sobel	Address: 1 West St., Mineola, New York 11501
	Phone: (631) 549-4677	Phone: (516) 571-3034

Routing Slip

DATE RCVD	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	1/26/16		Yes ☐ No ☐ Not required if blanket resolution
1/29/16	County Attorney	*CA RE&I Verification* ☑	1/29/16		
1/29/16	County Attorney	*CA Approval as to form* ☑	1/29/16		Yes ☑ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
1/29/16	County Attorney	*NIFS Approval* ☑	1/29/16		
	County Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16		

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATURE
17 P 2:39

PR5254 (8/04)

9 6

Contract ID#: CQAT15000009

Department: County Attorney

Contract Summary

Description: Amendment #1 to outside counsel contract.

Purpose: Amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. Counsel was initially assigned a case as more fully described in Appendix A of the Original Agreement. The amendment renews the contract by extending the term and increasing the maximum amount.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Sobel Law Group, LLC submitted a proposal in response to the RFQ and has been added to the panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided in Appendix A of the Original Agreement, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $24,900.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

1/29/16

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/15/16
Date	Date	*(For Office Use Only)* E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Sobel Law Group, LLC (CLAT16000008)

2. Dollar amount requiring NIFA approval: $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/09/2015-01/08/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity, services commenced prior to approval.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. Counsel was initially assigned a case as more fully described in Appendix A of the Original Agreement. This amendment renews the contract by extending the term and increasing the maximum amount.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQAT15000009, max amount $24,900.00, encumbered $24,900.00 on 05/13/2015.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann DeLa 1/27/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Sobel Law Group, LLC (CLAT16000008)

CONTRACTOR ADDRESS: 464 New York Avenue, Suite 100, Huntington, New York 11743

FEDERAL TAX ID #: 243866641

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on May 13, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County was established. The firm Sobel Law Group, LLC submitted a proposal in response to the RFQ and has been added to the panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and initially assigned a case as more fully described in Appendix A of the Original Agreement, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

Department Head Signature

1/26/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND SOBEL LAW GROUP, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Sobel Law Group, LLC to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Sobel Law Group, LLC

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: SOBEL PEVZNER, LLC

Dated: 6/6/16

Signed:

Print Name: CURTIS SOBEL

Title: SOLE MG. MEMBER

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

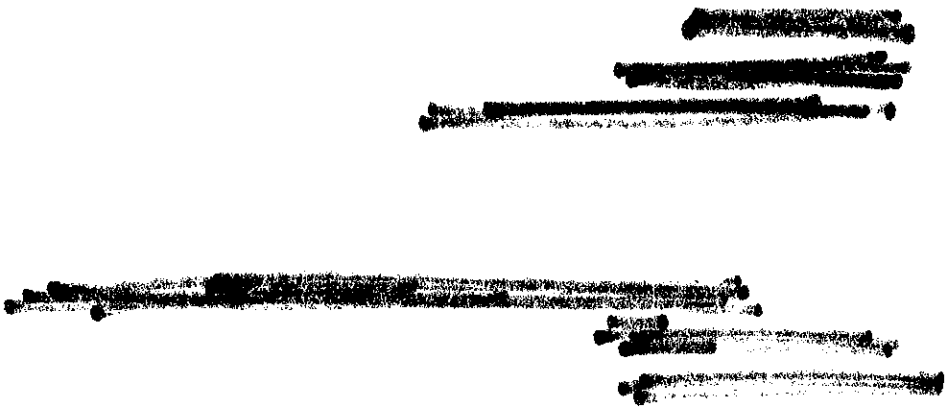
1. Principal Name CURTIS SOBEL
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 464 New York Avenue
   City/state/zip Huntington, NY 11743
   Telephone (631) 549-4677
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) SOLE MANAGING MEMBER.

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details. Nassau County

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CURTIS SOBEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of June 20 16

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20 17

SOBEL PEVZNER, LLC (Formerly Sobel Law Group LLC)
Name of submitting business

CURTIS SOBEL
Print name

Signature

SOLE MEMBER MEMBER
Title

6 / 6 / 16
Date

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20 17

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: June 6, 2016

1) Proposer's Legal Name: Sobel Pevzner, LLC (Formerly Sobel Law Group, LLC)

2) Address of Place of Business: 464 New York Avenue, Suite 100, Huntington NY 11743

List all other business addresses used within last five years:
30 Vesey Street, 8th Floor, New York, NY 10007

3) Mailing Address (if different): —

Phone: (631) 549-4677

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 26-3866641

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICTS EXIST

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We perform a comprehensive conflicts check prior to accepting any matter.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company SUFFOLK COUNTY WATER AUTHORITY

Contact Person TIMOTHY HOPKINS, GENERAL COUNSEL

Address 4060 SUNRISE HIGHWAY, OAKDALE, NY 11769

City/State —

Telephone 631-563-0236

Fax # 631-563-0370

E-Mail Address Tim.Hopkins@SCWA.com

Company LANCER INSURANCE COMPANY

Contact Person KIERAN MAGOWAN

Address ONE FAIRCHILD COURT

City/State PLAINVIEW, NY 11803

Telephone 516-349-8868

Fax # N/A

E-Mail Address KMAGOWAN@LANCERINSURANCE.COM

Company HANOVER INSURANCE CO.

Contact Person DONNA NORMILE

Address 400 Atrium Drive

City/State Somerset NJ 08873

Telephone 732-805-2210

Fax # 508-926-1578

E-Mail Address DNORMILE@HANOVER.COM

COUNTY OF NASSAU

Business History Form - Addendum

FIRM RESUME

A.

I. Date of Formation:

Sobel Pevzner, LLC began as the sole proprietorship of Curtis Sobel in February of 1990. The Current LLC was established in 2008.

II. Names, addresses and position of all persons having a financial interest in the company, including sharholders, members, general or limited partner.

Curtis Sobel is the sole shareholder and managing member of the LLC. Bella Pevzner is a member of the LLC. The firm has no other general or limited partners. The home address for Curtis Sobel is [redacted]

III. Name, address and position of all officers and directors of the company.

Curtis Sobel is the Sole Managing Member of the LLC. Bella Pevzner is a member of the LLC. She resides at [redacted]

IV. State of Incorporation.

Sobel Pevzner, LLC is a domestic limited liability company

V. The number of employees of the firm.

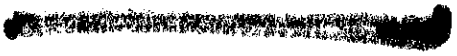
The firm employs thirteen (13) attorneys, six (6) paralegals and an additional five (5) clerical and bookkeeping employees for a total of twenty four (24) employees.

VI. **Annual Revenue of the Firm:**

The firm generates annual revenue in excess of 3.5 million dollars.

VII. **Sumary of Relevant Accomplishments.**

Sobel Law Group, LLC is a defense firm with offices in Huntington, New York and New York City which for more than 26 years, has been engaged in all aspects of negligence defense litigation. The firm started as the solo practice of Curtis Sobel in 1990 and has grown to our current complement of 13 attorneys serving clients in New York, New Jersey and Eastern Pennsylvania. The firm remains committed to providing the highest



quality defense in the most cost effective manner. Curtis Sobel, Esq., the Senior and Founding Member of the firm, has in excess of 25 years of litigation experience and alternative dispute resolution in the State of New York. He has been selected by his peers to be included in the Metro Super Lawyers for 2013, 2014, 2015 and 2016. The firm has been nominated for Best's Directory of Recommended Insurance Lawyers 2014 and 2015.

Bella Pevzner, Partner with the firm, has significant experience in the defense of civil law suits and manages the firm's Workers' Compensation matters in New York and New Jersey in addition to overseeing the day to day operations of our New York City office. David Goldman is an accomplished litigator in the State and Federal Courts of New York and is the Managing Partner of the firm's Huntington office.

Since its inception, the Sobel Law Group and its predecessor firms, have consistently and successfully represented Municipalities, Public Authorities among its clientele in addition to prominent members of the insurance, hospitality, retail, transportation, habitation and construction industries in the greater New York Metropolitan area. Presently, the firm's expansive clientele includes insurance carriers, self-insured businesses, municipalities and school districts, regional habitation companies, school and municipal bus companies, supermarket chains, "big box" retailers, construction companies, product manufacturers, as well as national and regional pharmacies, automobile parts and repair chains, and fast food chains. The firm remains extremely active in the trial of general liability and Workers Compensation matters. Additional information is included below: Furthermore, various carriers also depend upon our firm to represent their interests in the Workers' Compensation arena.

i: Recent Significance and History of Trials.

Curtis Sobel, Aaron Gross and Bella Pevzner of the firm took twelve (12) verdicts in general liability matters during the past 12 months; five (5), two (2) and one (1) respectively. Additionally, Bella Pevzner has obtained two (2) defense verdicts on asbestos related Workers' Compensation matters in the last twelve months.

a. Curtis Sobel defended a national convenience store chain in a case involving premises liability arising from accumulated snow and ice. The liability verdict was split between the parties followed by settlement well under authority granted by the self insured client.

b. Curtis Sobel defended a commercial property owner in an action arising out of an alleged defective window. The case was tried in Nassau County Supreme Court. The plaintiff suffered significant permanent nerve damage to her dominant hand. The trial ended in a defendant's verdict.

c. Curtis Sobel defended a national fast food company in a labor law case in Middlesex County, New Jersey. The action involved a fall from height and included general and subcontractors as co-defendants. After trial commenced, the action resolved with no contribution from the firm's client.

d. Curtis Sobel defended a national pharmaceutical company following pro hac admission in Ohio in a suit arising out of an alleged accidental overdose of opiates. After commencement of trial, the matter resolved for minimal contribution by the firm's client and the majority of settlement monies paid by the co-defendant physicians in the medical malpractice action which was joined for trial.

e. Curtis Sobel defended a national retail company in an action in Kings County Supreme Court arising out of a slip and fall accident with actual notice to the retailer of the dangerous condition. The plaintiff sustained injury to the knee which was treated with three surgical procedures including a total knee replacement. Following commencement of trial, the matter settled for well under the six figure authority granted.

f. Curtis Sobel defended a self-insured trucking company at trial in the U.S. District Court, Southern District of New York. The accident involved the client's tractor trailer and plaintiff's automobile. Following removal from State Court, Bronx County, the case resulted in a defense verdict following a full trial. Biomechanical and accident reconstruction along with medical experts and lay witness testimony were all adduced at time of trial.

g. Curtis Sobel defended a weld testing company at trial in the Supreme Court of the State of New York, Erie County. The client of the firm was severed from the main action following summary judgment under Labor Law 240 being granted against the construction management company and property owner. The first party action resulted in a verdict of 2.5 million dollars. Curtis Sobel represented a weld testing company as a third party in the claim under contractual and common law indemnification and contribution. Despite the fact that the firm's client admitted to created the condition which led to the plaintiff's fall, the jury held the firm's client 35% responsible. The balance of liability was found against the prime defendants and the plaintiff.

h. Bella Pevzner defended a national restaurant chain and its franchise owner at trial in a premises liability action in the Supreme Court, Bronx County. The action involved a transient dangerous condition and resulted in a defense verdict based upon lack of actual or constructive notice.

i. Bella Pevzner defended an Energy Power Plant in two separate Workers's Compensation matters wherein claimants alleged injurious exposure to asbestos thereby bringing occupational disease claims. After extensive litigation both

matters were dismissed finding that the alleged injuries exposure did not occur at the power plant.

j. Aaron Gross defended an insured in a motor vehicle accident wherein liability was found 100% against the defendant driver. Plaintiff claimed injuries of a leg fracture and lumbar spine herniations. The jury returned a verdict well under $100,000.

k. Aaron Gross defended a municipal water company against a claim for extensive water damage in a residential home allegedly caused as a result of burst pipes. Following the liability portion of the trial, Mr. Gross was awarded a directed verdict upon motion to the Court and the case was dismissed.

l. Aaron Gross defended an insured in a hit in the rear motor vehicle accident where liability was conceded. Following a damages trial the jury returned a defendant's verdict for one plaintiff and awarded a nominal sum of money to the second plaintiff, which was below the last offer made prior to the commencement of trial.

m. Aaron Gross defended an insured in a hit in the rear motor vehicle accident where liability was conceded. Following a damages trial where plaintiff alleged cervical and lumbar spine injuries as well as a knee surgery, the jury returned a defendant's verdict.

ii: Annexed hereto at Exhibit "A" is a partial listing of verdicts in an additional nineteen (19) cases recently taken to trial.

Curtis Sobel, senior partner in the firm as and remains extremely active in the trial of defense and commercial matters for the firm. Aaron Gross and Bella Pevzner are also trial counsel in the firm. On average, the firm annually takes verdicts in approximately six (6) to eight (8) general liability cases. The litigation is varied and involves construction accidents, pharmaceutical negligence, premises, product, automobile and transportation liability. In addition, all trials of contested workers compensation matters are conducted by partner Bella Pevzner.

B. Indicate the Number of Years in Business:

The firm has been in business since its inception in February 1990 for a total of 26 years.

C. Provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services:

Additional information is available on the firm website: sobelpevzner.com.

EXHIBIT – A

EXHIBIT "A' - LITIGATION EXPERIENCE

The attorneys of the Sobel Law Group L.L.C. are actively involved in all aspects of the defense of tort claims including the trial of lawsuits involving premises liability, motor vehicle and trucking liability, product liability, construction site liability, labor law and food liability. The following constitutes a partial list of recent verdicts in which the firm was a primary if not the sole target defendant:

Eskenazi v. Mackoul, Supreme Court, Nassau County, tried by Curtis Sobel in an action under Navigation Law 181 in the Supreme Court, Nassau County. This section of the law provides for compensation for oil spills and in this case was applied to the UST of the homeowner. The trial involved nearly 1.8 million dollars in claims legal fees and expenses which are reimburseable under the law. Additionally, 1 million dollars was sought for the remediation and reconstruction of the plaintiff's property. At trial, evidence was excluded by motion resulting in complete preclusion of the claim of legal fees. Bench trial verdict reflected same. During post trial conference, the case was resolved for significantly less than sought or reserved by the carrier.

Curtis Sobel defended a national convenience store chain and its franchise owner at trial in a premises liability action in the Supreme Court Suffolk County. The action involved a transient dangerous condition and resulted in a defense verdict based upon lack of actual or constructive notice.

Curtis Sobel defended a homeowner at trial in an action arising out of an attack by the homeowner's dog. The plaintiff was a child of seven (7) at the time of the attack and suffered permanent scarring on his head and torso. The full trial resulted in a defense verdict.

Aaron Gross defended an insured automobile operator at trial in the Supreme Court, Suffolk County. The action involved a hit in the rear, however a defense verdict based upon the threshold for serious injury resulted.

Aaron Gross defended an insured automobile operator at trial in the Supreme Court, Suffolk County. In this action, liability was conceded, however, the jury found the plaintiff's surgery insufficient to warrant a finding of serious injury and a defense verdict was rendered.

Dellosantos v. A. Duie Pyle, U.S.D.C. Southern District of New York, tried by Curtis Sobel, to defense verdict full trial. (motor vehicle liability)

Roper v. 7-Eleven, Inc., Supreme Court, Queens County, tried by Curtis Sobel to defense verdict; (premises liability)

Brookbank v. Classie, Supreme Court, Suffolk County, tried by Curtis Sobel to defense verdict. (premises liability)

Goldman v. Poveromo, Supreme Court, Suffolk County, tried by Aaron Gross to defense verdict; (motor vehicle liability)

Tsimbalenko v. A. Duie Pyle, Supreme Court, Queens County, tried by Curtis Sobel to defense verdict (motor vehicle liability)

Reed v. Nestle Waters of North America, Supreme Court, Westchester County, tried by Curtis Sobel to defense verdict on damages only trial. (motor vehicle liability)

Mary Ann Zinerco v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, to defense verdict. (premises liability)

Bruce Rickard v. Home Depot, U.S.A., Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, to defense verdict. (product liability)

Balenovich v. Home Depot, U.S.A., Inc., United States District Court, Eastern District of New York, full trial tried by Curtis Sobel, verdict $45,000.00, demand $1,200,000.00. (premises liability)

Algarin v. White Castle Systems, Inc., Supreme Court, Westchester County, tried by Curtis Sobel, defense verdict. (premises liability)

Agatha Orgas v. Waldbaum, Inc., Supreme Court, Queens County, tried by Curtis Sobel, to defense verdict, settled for $25,000.00, after verdict. (premises liability)

MaryAnn Sarno v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, damages only trial, defense verdict based upon causation. (premises liability)

Haddad v. Pathmark Stores, Inc., Supreme Court, Suffolk County, tried by Curtis Sobel, defense verdict. (premises liability)

Tabibnia v. Paul's Trucking, Supreme Court, Suffolk County, motor vehicle vs. tractor-trailer accident, tried by Curtis Sobel, defense verdict. (motor vehicle liability)

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CURTIS SOBEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of June 2016

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20

Name of submitting business: SOBEL PEVZNER, LLC (formerly SOBEL LAW GROUP LLC)

By: CURTIS SOBEL
Print name

Signature

SOLE MG MEMBER
Title

6 / 6 / 16
Date

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 20

Rev. 3-2016

COUNTY OF NASSAU

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

1. Name of the Entity: Sobel Law Group, LLC

   Address: 464 New York Avenue

   City, State and Zip Code: Huntington, NY 11743

2. Entity's ~~Vendor~~ TAX Identification Number: 26-3866641

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Curtis Sobel – Managing Member

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

Curtis Sobel

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A

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

N/A

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

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

Dated: 1/7/16

Signed: _____

SOBEL LAW GROUP, LLC

Print Name: Curtis Sobel

Title: Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

NASSAU CO. ATTORNEY
2016 JAN 7 AM 11 54

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Sobel Law Group, LLC, with an office located at 464 New York Avenue, Suite 100, Huntington, New York 11743 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT15000009 between the County and Counsel, executed on behalf of the County on May 13, 2015 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 9, 2015 until January 8, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 8, 2017.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Forty-nine Thousand Eight Hundred Dollars ($49,800.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SOBEL LAW GROUP, LLC

By: _____
Name: Curtis Sobel
Title: Managing Member
Date: January 7, 2016

NASSAU COUNTY

By: _____
Name: Charles Lavine
Title: County Executive

☒ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 7th day of January, in the year 2016 before me personally came **CURTIS SOBEL** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Suffolk; that he is the managing member of the **SOBEL LAW GROUP, LLC**, the limited liability company described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of members of said company.

NOTARY PUBLIC

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified In Suffolk County
Commission Expires July 31, 20 17

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

On the _ day of _____ __ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received on 05/21/2015

Contract ID#: CQAT15000009

Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT15000009 NIFS Entry Date: 03/05/2015 Term: January 9, 2015 – January 8, 2016

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name	Vendor ID#
Sobel Law Group, LLC	243866641
Address	**Contact Person**
464 New York Avenue Suite 100 Huntington, New York 11743	Curtis Sobel
	Phone
	(631) 549-4677

County Department

Department Contact
Daniel Gregware
Address
1 West St. Mineola, New York 11501
Phone
(516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐			
	OMB	*NIFS Approval*	☐	4/7/15		Yes ☐ No ☐ Not required if blanket resolution
4/13/15	County Attorney	*CA RE&I Verification*	☑	4/13/15		
	County Attorney	*CA Approval as to form*	☐	04/15/2015		Yes ☐ No ☒
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐			
	LEG Rules ☐ / Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	04/15/2015		
	County Comptroller	*NIFS Approval*	☑	5/12/15 5/13/15		
4/24/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	4/24/15		

Contract ID#: CQAT15000009

Department: County Attorney

Contract Summary

Description: New outside counsel contract.
Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Casualty; Construction Litigation; Environmental Law; Insurance Law; Municipal Law; and Tort Law. As of the commencement of this agreement, the following case has been assigned to Counsel: DORIS FLORES v. THE COUNTY OF NASSAU, THE NASSAU COUNTY POLICE DEPARTMENT and TIMOTHY CESTARO, Index No. 014046/12.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Sobel Law Group, LLC has submitted a proposal in response to the RFQ and has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.
Procurement History: See above for procurement method.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4	J. Amato 4/13/15	$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 5/19/15	Date 5/13/15	4/20/15

(For Office Use Only)

E #:

PR5254 (8/04)

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Sobel Law Group, LLC (CQAT15000009)

CONTRACTOR ADDRESS: 46 4 New York Avenue, Suite 100, Huntington, New York 11743

FEDERAL TAX ID #: 243866641

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm, Sobel Law Group, LLC has submitted a proposal in response to the RFQ and has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and assigned the case provided in the attached routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/16/15

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Sobel Law Group, LLC, with an office located at 464 New York Avenue, Suite 100, Huntington, New York 11743 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 9, 2015 and shall terminate on January 8, 2016, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner: $210.00

(ii) Of Counsel: $210.00

(ii) Associate: $175.00

(ii) Paralegal: $85.00

(iii) Law Clerk: $85.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any

obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with

the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of

which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the

parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]

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

SOBEL LAW GROUP, LLC

By: _____

Name: Curtis Sobel

Title: Partner

Date: 2-25-15

NASSAU COUNTY

By: _____

Name: Charles Ribando

Title: County Executive
or Deputy County Executive

Date: 5/13/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 25th day of February in the year 2015 before me personally came Curtis Sobel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Sobel Law Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Sara Wechsler Cohen

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified In Suffolk County
Commission Expires July 31, 2017

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

On the 13 day of May in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

Notary Public, State of New York
No. 01PE6[illegible]
Qualified In Nassau County
Commission Expires April 02, 2016

Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

DORIS FLORES v. THE COUNTY OF NASSAU, THE NASSAU COUNTY POLICE DEPARTMENT and TIMOTHY CESTARO, Index No. 014046/12

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Casualty;
2. Construction Litigation;
3. Environmental Law;
4. Insurance Law;
5. Municipal Law;
6. Tort Law

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Curtis Sobel, Esq. (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __xx__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has __xx__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2-25-15
Dated

Signature of Chief Executive Officer

Curtis Sobel, Esq.
Name of Chief Executive Officer

Sworn to before me this
25th day of February 2015.

Notary Public

SARA WECHSLER COHEN
Notary Public, State of New York
No. 01CO4514011
Qualified in Suffolk County
Commission Expires July 31, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 4:11 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2016 JAN 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	DD	GENERAL EX	627,000	627,000	28,591	598,409
	DE	CONTRACTUA	5,350,000	5,350,000	50,000	5,300,000
		EXP TOTAL	13,903,211	13,903,211	485,010	13,418,201
		REV - EXP	4,467,447	4,467,447	-415,729	-4,883,176

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:15 PM
ACTIVE
FISCAL MO/YEAR : 01 2016
VENDOR NUMBER : [redacted] 01 SOBEL LAW GROUP, LLC
VENDOR ALPHA : SOBEL LAW GROUP, LLC

S VENDOR SUMMARY	JAN 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	15,008.90
RETAINAGES	.00	.00	.00
ACCRUALS	-9,891.10	-9,891.10	.00
PAYMENTS	9,891.10	9,891.10	9,891.10
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	9,891.10	9,891.10	9,891.10
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 01/26/2016
LINK TO: VENDOR SUMMARY 4:16 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : [redacted] 01 SOBEL LAW GROUP, LLC
VENDOR ALPHA : SOBEL LAW GROUP, LLC

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	-9,891.10	15,008.90	15,008.90
RETAINAGES	.00	.00	.00
ACCRUALS	9,891.10	9,891.10	9,891.10
PAYMENTS	.00	.00	.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

Contract ID#: CQPK16000057

Department: Parks, Rec & Museums

U-50-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: **Provide onstage musical instruments and audio equipment at Lakeside Theatre**

NIFS ID #: CQPK16000057 NIFS Entry Date: 6/9/16 Term: 5/1/16-4/30/19

New ☒ Renewal ☐		1) Mandated Program:	Yes ☐	No ☒
Amendment ☐		2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐		3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
Addl. Funds ☐		4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
Blanket Resolution ☐ RES#		5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Barefoot Productions, Inc.d/b/a Rocket Rehearsal Studio.	Vendor ID# 06-0995072	Department Contact Eileen Krieb
Address 38-10 29 Street Long Island City, NY 11101 EMAIL [redacted]	Contact Person: Lennox Shillingford	Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
	Phone: 718-482-8082 Fax	Phone (516) 572-0378 Fax: 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 6/10/16

Frank Camerlengo, Dep. Commissioner _____ **Date** 6/9/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/10/16

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/10/16	[signature]	
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
6/12/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16	[signature]	
6/12/16	County Attorney	*CA Approval as to form* ☑		[signature]	Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/15/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/15/16	[signature]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE

PR5254 (1/06)

Contract ID#: CQPK16000057

Department: Parks, Rec & Museums

Contract Summary

Description: Provide onstage musical instruments and audio equipment at Lakeside Theatre events

Purpose: Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016.

Procurement History: Barefoot Productions d/b/a Rocket Rehearsal Studio has provided this backline equipment for over 10 years.

Description of General Provisions:

Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 15,000.00

Professional Services CONTRACT PROCESSING FEE $160 copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	grt 9700de
Object:	dth500
Transaction:	

PK97x5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$15,000.00
TOTAL	$15,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt9700 dthde500 pk97x5	$15,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$15,000.00

Document Prepared By: L. Rosenthal Date: 6/7/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/15/16
Date	Date	(For Office Use Only)

E #:

PR5254 (1/06)

CQPK16-57

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Barefoot Productions, Inc. d/b/a Rocket Rehearsal Studio

2. Dollar amount requiring NIFA approval: $ 15,000.00

Amount to be encumbered: $ 15,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/1/16-4/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

Provide onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars,amps, monitors,mixing boards,etc. (Backline) at Lakeside Theatre events

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-57

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Allen — 6/9/16

Signature | Title | Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND BAREFOOT PRODUCTIONS, INC. DBA ROCKET REHEARSAL STUDIO

WHEREAS, the County has negotiated a personal services agreement with Barefoot Productions, Inc. dba Rocket Rehearsal Studio to provide onstage musical instruments and audio equipment ("Backline") for productions and events at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Barefoot Productions, Inc. dba Rocket Rehearsal Studio.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: **BAREFOOT PRODUCTIONS, INC. d/b/a Rocket Rehearsal Studio**

CONTRACTOR ADDRESS: **3810 29TH Street, LIC, NY 11101**

FEDERAL TAX ID #: **06-0995072**

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of three (3) proposals were received and evaluated for the D-4 BACKLINE section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **BAREFOOT PRODUCTIONS, INC. d/b/a Rocket Rehearsal Studio was one (1) of Two (2) Proposers awarded.**

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner

6/10/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

D-4

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
GOOD RFP ALL COVERED

Recommendation: AWARD
Date: 4/19/16
Name: Kristen Camer Lowe
Title: Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE

D-4

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30%
TOTAL SCORE:	**SCORE:** 100%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: Paul Wygand
Title: Audio Engineer

Paul W

D4

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25 %
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20 %
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25 %
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30 %
TOTAL SCORE:	**SCORE:** 100 %

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-19-16
Name: Theodore Bell
Title: Mobile Electronic Operation Supv.

EDWARD P. MANGANO
COUNTY EXECUTIVE

D4

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-4 BACKLINE Evaluation Score Sheet – *Barefoot Productions, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30
TOTAL SCORE:	**SCORE:** 100

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: Colleen C. Ilse
Title: Info Spec II

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/31/16

Vendor: BAREFOOT PRODUCTIONS, INC DBA Rocket Rehearsal Stud

Signed:

Print Name: LENNOX SHILLINGFORD

Title: PRESIDENT

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

16

1. Principal Name Iyabo Shilling Ford
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3810 29th Street
   City/state/zip Long Island City NY 11101
   Telephone 718 482 8082
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 06/01/05 Secretary 12/10/79
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. Co Owner w/ my husband

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

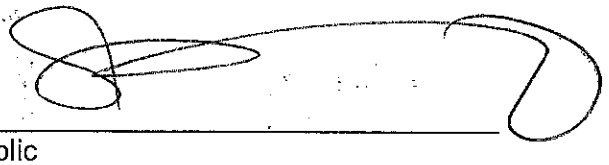
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Iyabo Shillingford, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 21, 2019

Sworn to before me this 31st day of May 2016



Notary Public

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 15, 20__

BAREFOOT PRODUCTIONS Inc
Name of submitting business DBA Rocket Rehearsal Studios

IYABO SHILLINGFORD
Print name

Iyabo Shillingford
Signature

CEO
Title

05 / 31 / 16
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LENNOX SHILLINGFORD
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 3810 29TH STREET
   City/state/zip Long Island City, NY 11101
   Telephone 718 482 8082
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 12/10/79 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. I am a co-owner with my wife

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

APPENDIX D

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, LENNOX SHILLINGFORD being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31 day of March 2016

Notary Public

ANDREA GALBO
Notary Public, State of New York
No. 4930681
Qualified in Westchester County
Commission Expires on April 18, 2018

BAREFOOT PRODUCTIONS, INC
Name of submitting business

LENNOX SHILLINGFORD
Print name

Signature

PRESIDENT
Title

3 / 31 / 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/16/16

1) Proposer's Legal Name: BAREFOOT PRODUCTIONS, INC DBA Rocket Rehearsal Sp

2) Address of Place of Business: 3810 29th STREET LIC, NY 11101

List all other business addresses used within last five years: 3306 37th Avenue LIC, NY 11101

3) Mailing Address (if different): —

Phone: 718 482 8082

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 055817076

5) Federal I.D. Number: 06-0995072

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ✓ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ✓ Yes ___. If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. No conflict exists, however if one arises the County will be notified to make determination.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company EASTERN STAGE PRODUCTIONS

Contact Person Eddie Thayer

Address 250 Executive Drive Unit 51

City/State Edgewood NY 11717

Telephone 631 242 0044

Fax # 631 242 5061

E-Mail Address ESP@ESPNEWYORK.COM

Company WESTHAMPTON BEACH PAC

Contact Person FRANK RUSSELL

Address 76 MAIN ST

City/State WESTHAMPTON BEACH, NY 11978

Telephone 631 288 2350 ext 109

Fax # FRANKR @ WHBPAC.ORG

E-Mail Address

Company Tilles Center for the Performing Arts

Contact Person PAT CASTIAN

Address

City/State Westbury NY

Telephone 516 299 3627

Fax # 516 299 2520

E-Mail Address Patrick.Castain@LIU.EDU

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Iyabo Shillingford, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of May 2016

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 24, 2019

Notary Public

Name of submitting business: Barefoot Productions Inc DBA Rocket Rehearsal Studio

By: Iyabo Shillingford
Print name

Iyabo Shillingford
Signature

CEO
Title

05/31/16
Date

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio
3810 29th Street - 2nd Floor
Long Island City, NY 11101
Phone: (718) 482-8082 Fax: (718) 482-8083
[redacted]

Barefoot Productions, Inc. is a corporation formed in 1978 and presently based in Long Island City, NY. It operated initially as a music rehearsal studio. Soon thereafter we started doing backline rentals. Over the last 35 years we have been renting backline, from the odd piece to supplying backline to large international festivals. We have provided backline to the St Lucia Jazz Festival for 20 years, Jamaica Jazz & Blues Festival for 15 years. In NYC we have supplied backline to the Charlie Parker Jazz Festival, produced by the City Parks Foundation, for the last 5 years. We have provided backline to just about every venue in the NYC area over that time - Kings Theatre, Tilles Center at LIU, The Theater at MSG, Apollo Theater. We have also provided the backline to Nassau County for the Eisenhower Park Lakeside Concert Series for the last few years.

Over the last 35 years we have accumulated a large inventory of backline. In our inventory we have everything from a 9 foot Steinway D concert grand piano to Hammond organs, all makes of drums, percussion, vibraphones, electronic keyboards, guitars and guitar amplifiers, basses and bass amplifiers, staging, in ear monitors, DJ equipment, Upright basses and stage risers. We are also constantly upgrading our equipment to better serve our clientele. Our staff has worked on thousands of shows of all different varieties and they are experienced with all forms of backline.

EIN #: 06-0995072

Principles:
Lennox Shillingford
Iyabo Shillingford

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio

38-10 29th Street - 2nd Floor

Long Island City, NY 11101

Phone: (718) 482-8082 Fax: (718) 482-8083

APPENDIX B

Iyabo Shillingford

Been involved with the adminstration of day to day management and billing for Barefoot Productions, Inc. from 1980 to the present
Handles all billing and receivable for the company
Handles payroll and office administation.

Lemox Shillingford

Been involved with the day to day operations and logistics of Barefoot Productions, Inc. since 1980.
Handles purchacing and staffing for the company. Has put together providing backline equipment to numerous events in the the USA and Internationally including
St. Lucia Jazz Festival (20 years)
St. Kitts Music Festival (20 years)
Jamica Jazz and Blues (17 years)
Oak Lawn, PA (3 years)
Charlie Parker Jazz Fest, NY (5years)
Grooving in the Park, NYC (5 years)

Barefoot Productions, Inc.

dba Rocket Rehearsal Studio
38-10 29th Street - 2nd Floor
Long Island City, NY 11101
Phone: (718) 482-8082 Fax: (718) 482-8083
[redacted]

Initial DOS Filing Date: December 1, 1978

Principals:
Iyabo Shillingford – CEO
[redacted]

Lennox Shillingford - President
[redacted]

State of Incorporation: New York

Employees: 6

Annual Revenue: [redacted]

Accomplishments:
Backline Vendor for the St Lucia Jazz Festival 1994-2014
Backline Vendor for the Jamaica Jazz & Blues Festival 1995-2013
Backline Vendor for the Charlie Parker Jazz Festival NYC 2010-present
Backline Vendor for the Tilles Center LIU
Backline Vendor for the Westhampton Beach PAC
Backline Vendor for the St Kitts Music Festival 1997-Present

# of years in business = 35 years.

COUNTY OF NASSAU

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

1. Name of the Entity: BAREFOOT PRODUCTIONS, INC. DBA Rocket Rehearsal Studio

Address: 3810 29th STREET

City, State and Zip Code: Long Island City, NY 11101

2. Entity's Vendor Identification Number: 06-0995072

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ___✓__Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Iyabo Shillingford
[redacted]

Lennox Shillingford
[redacted]

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

Same

IYABO SHILLINGFORD, [redacted]

LENNOX SHILLINGFORD, [redacted]

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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

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

Dated: 5/16/16

Signed: [signature]

Print Name: LENNOX SHILLINGFORD

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Barefoot Productions, Inc. dba Rocket Rehearsal Studio**, a New York corporation having its principal address at 38-10 29 Street, Long Island City, NY 11101 (the Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires certain technical production service for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proprosals #PK0307-1605, issued on April 7, 2016;

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term**. This Agreement shall commence on May l, 2016 and shall terminate on April 30, 2019, unless sooner terminated as provided for herein. The contract may be renewed upon the same terms and conditions for an additional two (2) one (1) year terms on the same terms and conditions as stated herin.

2. **Services**. The services to be provided by the Contractor under this Agreement per Exhibit A shall consist of providing onstage musical instruments and audio equipment per individual performance requirements (e.g. drum kit, risers, guitars, amps, monitors, mixing boards, etc.) ("Backline") for those productions and/or events requiring

such equipment at the Lakeside Theatre ("Lakeside"), Eisenhower Park, East Meadow, NY 11554.

3. **Payment**.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Fifteen Thousand Dollars** ($15,000.00) per year. This amount is inclusive of any and all expenses, including travel, and shall be payable per production and/or event at a rate mutually agreed to by the Department and the Contractor. The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4. **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default**. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any

obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. **Compliance with Law**. (a) Generally. The Contractor shall comply and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. **Indemnification; Defense; Cooperation**. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance**. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Barefoot Productions, Inc. dba Rocket Rehearsal Studio
38-10 29 Street
Long Island City, NY 11101

Description of Operations:
The Certificate holder, Nassau County, is included as Additional insured
Date: May 1, 2014 through October 31, 2014
Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material

breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. **Assignment; Amendment; Waiver; Subcontracting**. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. **Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. **Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of

services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **Limitations on Actions and Special Proceedings Against the County**. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. **All Legal Provisions Deemed Included; Severability; Supremacy**. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. **Miscellaneous**.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause**. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been

obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BAREFOOT PRODUCTIONS, INC. DBA ROCKET REHEARSAL STUDIO

By: Lyah Shillingford
Name:
Title: CEO
Date: 5/31/16

NASSAU COUNTY

By:
Name:
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 31st day of May in the year 2016 before me personally came Yabu Shillingford to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the CEO of Barefoot Products Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified in Nassau County
Commission Expires June 24, 2019

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

IYABO SHILLINGFORD (Name)

[redacted] (Address)

718 482 8082 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

05/31/16
Dated

Signature of Chief Executive Officer

IYABO SHILLINGFORD
Name of Chief Executive Officer

Sworn to before me this
31st day of May 2014. 2016

Notary Public

SHAHAB AHMED
Notary Public, State of New York
Registration #01AH4874056
Qualified In Nassau County
Commission Expires June 24, 2019

EXHIBIT "A"

COST PROPOSAL APPENDIX A

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

D4. BACKLINE

Please provide the comprehensive listing of Proposed Fees for all Events. Complete Section I and Complete Section II

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I: Hourly Labor Rate	Year One	Year Two	Year Three
I. SHOP PREP	$25 per hr		
II. DRIVER	$30 per hr		
III. STAGE TECH	$35 per hr		
IV.			
V.			

Instructions: Complete Section II

Section II. Additional Equipment

Please provide a detailed listing along with rates for any/all anticipated equipment on a separate sheet of paper.

Section II. Additional Equipment	Year One	Year Two	Year Three
I.			
II. PRICE LIST			
III. ATTACHED			
IV.			
V.			
VI.			
VII.			
VIII.			

Korg Trinty	Korg Trinty - Keyboard	125.00
Korg Trinty Pro	Korg Trinty Pro - Keyboard	175.00
Korg Triton	Korg Triton 61 keys	125.00
Korg Triton Extreme	Korg Triton Extreme - Keyboard	175.00
Korg Triton Extreme 76	Korg Triton Extreme Pro 76 keys	175.00
Korg Triton LE	Korg Triton LE - Keyboard	125.00
Korg Triton Pro	Korg Triton Pro - Keyboard	150.00
Korg Triton Pro X	Korg Triton Pro X weighted	175.00
Korg Triton Studio	Korg Triton Studio - 61 keys	150.00
Korg Triton TR rack	Korg Triton TR rack	50.00
Korg X3	Korg X3	125.00
Kurzweil K2500XS	Kurzweil K2500XS	175.00
Kurzweil K2600	Kurzweil K2600XS	175.00
Kurzweil Micro Piano	Kurzweil Micro Piano	50.00
Kurzweil PC-2X	Kurzweil PC-2X	125.00
Kurzweil PC-88	Kurzweil PC-88	125.00
Laptop Stand	Laptop Stand	10.00
Latin Percussion Table	LP Table	20.00
Les Paul Guitar	Les Paul Guitar	75.00
Leslie 122	Leslie 122 Speaker	125.00
Leslie 145 Speaker	Leslie 145 speaker amp	100.00
Leslie 147 Speaker cabinet	Leslie 147 Speaker Cabinet	75.00
Leslie Relay	Splitter Leslie Relay	25.00
Line 6 DL4	Line 6 DL4 - Delay Pedal/power supply	100.00
Line 6 Flextone 2	Line 6 Flextone 2 w/2 x 12 speaker	65.00
Line 6 Flextone II	Line 6 Flextone 2X12 Combo	65.00
Line 6 MM 4	Line 6 MM 4 tuner	15.00
Line 6 Pod	Line 6 Pod	60.00
Line 6 Pod XT Live	Line 6 Pod XT Live pedalboard	75.00
Line 6 Spider IV HD150	Line 6 Spider IV HD150 amp	75.00
Load In and Load Out	Load In and Load Out	150.00
LP Bata Drum	LP Bata drum stand	10.00
LP Bell Tree	Bell Tree on Stand	10.00
LP Bongos	Pair of LP Bongos w/stand	30.00
LP Bongos w/stand	LP Bongos w/stand	30.00
LP Cajon	LP Cajon	30.00
LP Chimes w/clamp	LP Wind Chimes w/clamp	15.00
LP Conga	LP Conga	40.00
LP Conga (Set)	LP Conga, Tumba and Quinto with Stands	105.00
LP Conga Cradles	LP Cradles	10.00
LP Congos (pair)	LP Congos	70.00
LP Cowbell mounted on cymball tree	LP Cowbell mounted on cymbal tree	20.00
LP Cradles	LP Cradles	20.00
LP Cyclops Tamborine	LP Cyclops Tamborine	5.00
LP Djenbe	LP Djembe 14"	25.00
LP Everything Bar	LP Everything Bar	10.00
LP Gajete Brackets	LP Gajete Brackets	45.00
LP Gong on Stand	LP Gong On Stand	40.00

Barefoot Productions, Inc.
PRODUCT/SERVICE LIST

PRODUCT/SERVICE	DESCRIPTION	PRICE
12 String Electric Gtr	12 String Electric Guitar	100.00
3-Way Splitter cable	3-Way Splitter 48 channel	200.00
48 Channel Splitter Snake	48 Channel Splitter Snake	150.00
5 Piece Sonor Drums	5 Piece Sonor Drums	750.00
56 MG card	256 MG card	15.00
6 Piece Drums (Tortee)	6 Piece Drums (Tortee)	384.76
A/B Box	A/B Box	10.00
Access Virus Ti V2	Access Virus Ti V2	160.00
Accessories		
Aguilar AG500	Aguilar AG500 Bass Amp	65.00
Aguilar DB410	Aguilar DB410 speaker	50.00
Aguilar DB750	Aguilar DB750 bass amp	75.00
Aguilar GS115	Aguilar GS 115 1X15" Speaker	50.00
Aguilar GS212	Aguilar GS212 2X12" Speaker	50.00
Aguilar GS410	Aguilar GS410 4X10" Speaker	50.00
Aguilar GS412	Aguilar GS412 4X12" Speaker	75.00
Aguilar Tone Hammer 500	Aguilar Tone Hammer 500 amp	65.00
Akai APC40	Akai APC40 Abelton Controller	35.00
Akai MPC2000XL	Akai MPC2000XL	100.00
Akai MPC2500	Akai MPC2500	150.00
Akai MPC4000	Akai MPC4000	175.00
Akai S3000	Akai S3000 Sampler	100.00
AKG 451	AKG 451 microphone	25.00
AKG D112 Mic	AKG D112 microphone	20.00
Alesis DM4	Alesis DM4 Drum Module	50.00
Alesis DM5	Alesis DM5 Drum Module	50.00
Alesis HD24	Alesis HD24 Hard Disk Recorder	150.00
Alesis QS8.1 Keyboard	Alesis QS8.1 Keyboard	150.00
Allen and Heath Xone 92	Allen and Heath Xone 92 Mixer	125.00
Ampeg 115 Speaker	Ampeg 115 1X15" Speaker	75.00
Ampeg 410HLF	Ampeg 410HLF 4x10" bass speaker	50.00
Ampeg B-15	Ampeg B-15 Combo	100.00
Ampeg Gemini 1	Ampeg Gemini 1 guitar amp	75.00
Ampeg J20	Ampeg J20 Guitar Amp	60.00
Ampeg SVT CL	Ampeg SVT Classic Bass Amp	75.00
Ampeg SVT Pro 2	Ampeg SVT Pro 2 Bass Amp	75.00
Ampeg SVT Pro4	Ampeg SVT Pro4 Bass Amp	75.00
Ampeg SVT Vintage	Ampeg SVT Vintage Amp	75.00
Ampeg SVT VR	Ampeg SVT VR Vintagr Reissue amplifier	75.00
Ampeg SVT810E	Ampeg SVT 8X10" Speaker	50.00
Apex Keyboard Stand	Apex Keyboard Stand	10.00
Armless Chair	Armless Seating Chair	10.00
Avalon 737	Avalon 737 Mic Preamp	75.00
Avalon U5 DI	Avalon U5 DI Box	50.00
Avid HD IO	2 BNC with all necessary cables	200.00
Bar Stool	Bar Stool	10.00

Barcus Berry 4000XL	Barcus Berry 4000XL Piano Pickup	40.00
Bata Stand	Bata Stand	15.00
BBE Sonic Stomp	BBC Sonic Stomp	15.00
Black 18" Kik Drum	Black 18" Kick Drum	25.00
Blackstar HT Reverb Pedal	Blackstar HT Reverb Pedal	30.00
Bogner Shiva	Bogner Shiva 2X12" Combo Amp	75.00
Boss DD3	Boss DD3	15.00
Boss DD6 - Delay	Boss DD6 - Delay Pedal	15.00
Boss Distortion Pedal	Boss Distortion Pedal	10.00
Boss EV5 Expression Pedal	Boss EV5 Expression Pedal	10.00
Boss Flanger Pedal	Bosss Flanger Pedal	20.00
Boss FV50 Volume Pedal	Boss FV50 Volume Pedal	10.00
Boss GT8 w/cables	Boss GT8 w/cables	50.00
Boss ME50	Boss ME50 Guitar Effects Processor	50.00
Boss Overdrive pedal	Boss Overdrive	10.00
Boss TU-2 Tuner	Boss TU-2 Tuner	10.00
Butt Kicker Platform	Butt Kicker Bass Platform	50.00
Butt Kicker Throne	Butt Kicker - Drum Throne	50.00
Cable Box	Cable Box	0.00
Cables	1/4" Cables	
Cancellation Charge	Late Cancellation Charge	200.00
Carpet	Drum Carpet - 8x8x8	10.00
Cartage	Cartage	100.00
Cello	Carved Cello w/Realist pick up	150.00
Cha Cha Bell	Percussion Cha Cha Bell w/ mount	10.00
Christopher Upright Bass	Carved Upright Bass w/pickup	175.00
Computer - Stand	Uber Stand	15.00
Crate V5212 Combo	Crate V5212 Combo Amp	65.00
Crush Drums	8", 10", 12",16" fl on legs	3,050.00
Cry Baby Wah	Cry Baby Wah Wah Pedal	15.00
Cymbal	Missing Ride Cymbal 20"	150.00
Cymbal Stand	Cymbal boom stand	5.00
Czech-Ease Road Bass	Czech-Ease 3/4 Upright Bass	150.00
Dave Smith	Dave Smith - Prophet 12 keyboard	125.00
Dbx 160 compressor	DBX 160 compressor	20.00
dDrum Dios Kit	dDrum Dios Kit	275.00
ddrum Dominion Ash drum kit	ddrum Dominion Ash Drum Kit	250.00
dDrum Snare Trigger	dDrum Snare Trigger	20.00
dDrum Trigger	dDrum Trigger	20.00
Deerfield Boston Banjo	Deerfield 5 String Banjo w/strap	100.00
Deering Boston banjo	Deering Boston 5-string banjo	100.00
Delivery	Delivery	100.00
Delivery & Pick-up	Delivery and Pick-up	0.00
Delivery and Pick-up	Delivery and Pick-up	
DI Box	Direct Box	2.50
Digidesign Digi002 Fader	Digidesign Digi002 Fader	200.00
Digidesign Digi002 Rack	Digidesign Digi002 Rack	150.00
Digital Optical cable	Digital Optical Cable	100.00
Direcor's Chairs	Director's Chair	25.00
Direct Box	Direct Box	10.00
DJ Cartridge	Stanton DJ Needles	25.00

DJ Table	DJ Folding Table	20.00
Doumbek	Doumbek w/stand	25.00
DPA 4099 Microphone		40.00
Drum Heads - NEW	New drum heads on Drum Kit	150.00
Drum Kat w/stand	Drum Kat w/stand - Drum Module	50.00
Drum Pedal	Drum Pedal	15.00
Drum Prep Fee	Drum Prep Fee	125.00
Drum Riser	Drum Riser 8 X 8 X 2	150.00
Drum Sub	Drum Sub -	30.00
Drum Throne	Drum Throne	10.00
DSUB 8 channel XLR	DSUB 8 channel XLR Snakes	250.00
DTR tuner	DTR Tuner	15.00
DW 12 Snare	DW 12" Snare	30.00
DW 20" Kick Drum w/pedal	DW 20" Kick Drum w/Pedal	40.00
DW 22K	DW 22" Bass drum kik	45.00
DW 24K	DW 24" kik drum	45.00
DW 5000 Pedal	DW5000 Pedal	20.00
DW 8 Rack	DW 8" rack tom	25.00
DW Blue Ornx	DW Blue Ornx Drum Kit	250.00
DW Drums - Black Satin	DW Drums - Black Satin - 5 Piece Drum kit	325.00
DW Drums - Marine Pearl	DW Drums - Marine Pearl - 5 Piece Drum Kit	325.00
DW Drums - Natural	DW Drums - Natural - 5 Piece Drum Kit	325.00
DW Drums - Silver Sparkle	DW - Silver Sparkle - 5 piece Drumkit	325.00
DW Drums Kit	DW Drum Kit with full hardware	275.00
DW Edge Snare	DW 13.7 Edge Snare Drum	30.00
DW Remote Hats	DW Remote Hats	40.00
Earthworks PM40 Stereo Piano Mic	Earthworks PM40 Stereo Piano Mic	100.00
EAW	EAW Sub	60.00
EBS 410	EBS 4x10 Speaker Cabinet	50.00
EBS HD660 amp	EBS HD660 bass amp	75.00
Eden 115XLT	Eden 1X15 speaker	40.00
Eden 1250WT	Eden 1250WT Head	75.00
Eden 410XLT	Eden 4X10 speaker	50.00
Eden 800WT	Eden 800 WT Head	65.00
Eden 800WT w/2 Eden 410XLT	Eden 800WT w/ (2) 4 X 10 Cabinet	150.00
Eden Navigator	Eden Navigator Bass Pre-Amp	50.00
Ederol PC300		30.00
Egyptian Tabla	Egyptian/Turkish darbuka with long stand	60.00
EL GTR	X DIESEL AMP 2 X MESA BOOGIE SPEAKER	250.00
Electric Fan	Electric Fan for drums	20.00
Electro Vox EVRE20 microphone	Electro Vox - EVRE20 mic.	30.00
Electrovoice RE20 mic	Electrovoice RE20 Microphone	25.00
Ensoniq ASR 10	Ensoniq ASR 10	125.00
Eppifani Cabinet	Eppifani Bass Cabinet	150.00
Equipment for Repairs		
Ernie Ball Volume Pedal	Ernie Ball Volume Pedal	10.00
FanOut XLR		0.00
Fender 4 X 12 Cabinet	Fender 4 x 12 cabinet	60.00

Fender 65 RI Deluxe Reverb	Fender 65 RI Deluxe Reverb	60.00
Fender 65 RI Twin Reverb Amp	Fender 65 RI Twin Reverb Amp	60.00
Fender Accoustosonic	Fender Acoustosonic Amp	60.00
Fender Bassman 59 Reissue	Fender Bassman 59 Reissue guitar amp	65.00
Fender Blues Deluxe	Fender Blues Deluxe	60.00
Fender Blues Deville	Fender Blues Deville	75.00
Fender Blues Jr	Fender Blues Jr amp	50.00
Fender Cyber Twin	Fender Cyber Twin Amp	65.00
Fender Deluxe Reverb	Fender Deluxe Reverb	60.00
Fender Dual Showman Reverb	Fender Dual Showman amp	100.00
Fender Hod Rod Deville 212	Fender Hot Rod Deville 2x12	60.00
Fender Hot Rod Deluxe	Fender Hot Rod Deluxe	60.00
Fender Hot Rod Deville 410	Fender Hot Rod Deville 4 X 10 Speakers	65.00
Fender Hot Rod Pedal	Fender Hot Rod Pedal	10.00
Fender HSS Stratocaster	Fender HSS Stratocaster Guitar	75.00
Fender Jazz 5 String Bass	Fender 5 String Bass Guitar	100.00
Fender Jazz Bass	Fender Jazz Bass	100.00
Fender Jazzmaster Guitar	Fender Jazzmaster Guitar	125.00
Fender Precision Bass	Fender Precision Bass Guitar	75.00
Fender Princeton Guitar amp	Fender Princeton Guitar Amp	
Fender Rhodes Piano	Fender Rhodes Piano Bass	75.00
Fender Rhodes Stage 73	Fender Rhodes Stage 73	150.00
Fender Rhodes Stage 88	Fender Rhodes Stage 88	200.00
Fender Rhodes Suitcase 73 Mark I	Rhodes Suitcase 73 Mark I	200.00
Fender Rhodes Suitcase 73 Mark II	Rhodes Suitcase 73 Mark II	200.00
Fender Rhodes Suitcase 88	Rhodes Suitcase 88 Mark I	250.00
Fender Rhodes Suitcase 88 Mark II	Rhodes Suitcase 88 Mark II	250.00
Fender Showman Cabinet	Fender Showman 2X15 Cabinet	75.00
Fender Stratocaster Guitar	Fender Stratocaster Guitar	100.00
Fender Stratocaster Guitar lefty	Fender Stratocaster Guitar - Lefty	100.00
Fender Super Bassman	Fender Super Bassman 300wt Bass Amp	75.00
Fender Super Reverb	Fender Super Reverb amp	60.00
Fender Telecaster Guitar	Fender Telecaster Guitar	100.00
Fender The Twin	Fender The Twin - Guitar Amp	60.00
Fender Twin 1968 classic	Fender Twin 1968 Silverface Amp - JBL D120 speakers	100.00
Fender Twin Amp	Fender Twin Amp	65.00
Fender Twin Reverb Silverface	Fender Silverface Twin Reverb	60.00
Fender Vibro King	Fender Vibro King Amp	75.00
Fender Vibrolux		6,500.00
Fishman Loudbox	Fishman Loudbox	50.00
Flight Case	Empty Flight Case	20.00
Floor Fan	Floor Fan	10.00
Floor Tom 18' w/legs	Floor Tom 18' w/legs	15.00
Focusrite Saffire Pro40	Focusrite Saffire Pro40 Interface	75.00
FocusriteOcto Pre Dynamic	FocusriteOcto Pre Dynamic HV-3D 8 channel mic pre	350.00
Folding Gobo	Folding Bass Gobo	90.00

Folding Table	Folding Table 6'	15.00
Foot Switch Pedal	Foot Switch Pedal	5.00
Fostex SPA11	Fostex SPA11 speaker	40.00
Fulltone Fulldrive 2	Fulltone Fulldrive 2 Gain Pedal	30.00
Furman Power Distributor	Furman Power Distributor	175.00
Gallian Kruegar 2001RB	Gallian Kruegar 2001RB Bass Amp	75.00
Gallian Kruegar MB150	GK MB150 Combo amp	50.00
Gallian Krueger Fusion 550	Gallian Krueger Fusion 550	75.00
Gallian Krueger Neo 4 X 12	Gallian Krueger Neo 4 X 12 Cabinet	75.00
Gallian Kruger 1 X 15RBH	Gallian Kruger 1 X 15 Bass Cabinet	50.00
Gallian Kruger 1001B	Gallian Kruger 1001B Head	65.00
Gallian Kruger 4 X 10RBH	Gallian Kruger 4 X 10 Cab	50.00
Gallian Kruger 400RB	Gallian Kruger 400RB	60.00
Gallian Kruger 800RB	GK800RB	65.00
Gallian Kruger 800RB W/ 2 Cabs	Gallian Kruger 800RB W/ 2 Cabinets	125.00
Gallian Kruger 900RB	Gallien Kruger 900RB Head	60.00
Gibralter Drum Rack	Gibralter Drum Rack w/mounts	75.00
Gibson Guitar ES335	Gibson Guitar	125.00
Gibson Hummingbird Acoustic Guitar	Gibson Hummingbird Acoustic Guitar	100.00
Gibson J45	Gibson J45 Guitar	100.00
Gibson Les Paul	Gibson Les Paul w/ 11 Strings	75.00
Gibson SG	Gibson Guitar	100.00
Gibson Tenor Banjo	Gibson Tenor Banjo	50.00
Gilbraltar Accessory tables	Giltraltar Accessory tables with mount	20.00
gilbraltar Snare Stand	Gilbraltar Snare Stand	5.00
Gilbralter cymbal stand	Gilbralter Cymbal stand	
GK Fusion 550	GK Fusion 550 Bass Amp	60.00
Glockenspiel	Glockenspiel	75.00
GrandSlam Piano Shell	Grand Slam Piano Shell - 6' 6" piano shell	350.00
Gretch USA Custom Drums	Gretch Drum Kit w/ful Hardware and cymbals	250.00
Gretsch USA Custom Drums	Gretsch USA Custom Drums	300.00
Guitar Pedals	Guitar Pedals	75.00
Guitar stands	Guitar stand	5.00
Hammond B-3	Hammond B-3 Organ with Leslie 122, Bench and Pedal	350.00
Hammond B-3 Bench	Hammond B-3 Bench	20.00
Hammond B-3 Pedals	Hammond B-3 Pedals	20.00
Hammond Leslie 122	Hammond B3 Leslie 122 Speaker cabinet	150.00
Hammond XB2	Hammond XB2	125.00
Hammond XK3C	Hammond XK3C Organ	125.00
Handsonic	Handsonic - Drum pad	60.00
Handsonic HDD15	Roland Handsonic Drum pads	50.00
Hartke 1x15	Hartke 1x15 Bass Cabinet	50.00
Hartke 3500	Hartke 3500 Bass Head	60.00
Hartke 4x10	Hartke 4x10 Cabinet	50.00
Hartke LH1000	Hartke LH1000 Bass Amp	65.00
Headphone w/adaptor	Headphone with adapton	25.00
Heil Sound Talkbox	Heil Sound Talkbox	30.00

Hercules Guitar stand	Hercules Guitar stand	2.50
Hi Hats	Hi Hats 14.5"	30.00
Horner Clavinet	Horner Clavinet	150.00
Horner Clavinet D6	Horner Clavinet D6	150.00
Hughes & Kettner 215	Hughes & Kettner 2 X 15 Cab	75.00
Hughes & Kettner 410	Hughes & Kettner 4 X 10 Cabinet	75.00
Hughes & Kettner 600HD	Hughes & Kettner 600 Head	100.00
Ibanez Tube Screamer	Ibanez Tube Screamer Pedal	15.00
Iomega Zip Drive	Iomega Zip Drive - Disk Drive 250mg	35.00
Iron Cobra HH Stand	Iron Cobra HH pedal	15.00
JBL EON	1 x 15 JBL EON Speaker	50.00
Jo Co Black Box	Jo Co Black Box - 24 Track Recorder	135.00
K&M Spider Pro Double std	K&M Spider Pro Double stds	10.00
Keyboard Bench	Keyboard Bench	5.00
Kik Pedal	Kik Pedal 20"	35.00
Korg 01W	Korg O1W Keyboard	75.00
Korg 01W Pro		150.00
Korg CX3	Korg CX3 - Keyboard	125.00
Korg DTR1000	Korg tuner	25.00
Korg Juno 2	Korg Juno 2	75.00
Korg Karma	Korg Karma	150.00
Korg Kronos 61 keys	Korg Kronos Keyboard 61 keys	150.00
Korg Kronos 73	Korg Kronos 73 keyboard	175.00
Korg Kronos 88X	Korg Kronos 88X Keyboard	175.00
Korg KX88	Korg KX88 keyboard Module	125.00
Korg M1	Korg M1 - Keyboard	100.00
Korg M3 61 key	Korg M3 - 61 key	125.00
Korg M3 73	Korg M3 73 key keyboard	150.00
Korg M3 88 key	Korg M3 88 key weghted keyboard	200.00
Korg M3 w/radius	Korg M3 w/radius 73 Keys	185.00
Korg MicroKorg Piano	Korg MicroKorg Piano	125.00
Korg MS2000	Korg MS2000 keyboard	125.00
Korg N264	Korg N264 keyboard	75.00
Korg N5EX	Korg N5EX Keybord	75.00
Korg O1W FD	Korg O1WFD	100.00
Korg O1W Pro X	Korg O1W Pro X	150.00
Korg Oasys 76	Korg Oasys 76 keys	200.00
Korg Prophesy	Korg Prophesy	120.00
Korg R3	Korg R3 keyboard	75.00
Korg Rack Tuner	Korg Rack Tuner	20.00
Korg Radius Keyboard	Korg Radius Keyboard	75.00
Korg SG Pro X	Korg SG Pro X Weighted Keyboard - 88	150.00
Korg SG1D	Korg SG1D	100.00
Korg SV1	Korg SV1 88 keys	150.00
Korg T2	Korg T2	100.00
Korg TR Rack	Korg TR Rack Module	50.00
Korg Trinity	Korg Trinity keyboard	100.00
Korg Trinity Pro	Korg Trinity Pro	150.00

Korg Trinty	Korg Trinty - Keyboard	125.00
Korg Trinty Pro	Korg Trinty Pro - Keyboard	175.00
Korg Triton	Korg Triton 61 keys	125.00
Korg Triton Extreme	Korg Triton Extreme - Keyboard	175.00
Korg Triton Extreme 76	Korg Triton Extreme Pro 76 keys	175.00
Korg Triton LE	Korg Triton LE - Keyboard	125.00
Korg Triton Pro	Korg Triton Pro - Keyboard	150.00
Korg Triton Pro X	Korg Triton Pro X weighted	175.00
Korg Triton Studio	Korg Triton Studio - 61 keys	150.00
Korg Triton TR rack	Korg Triton TR rack	50.00
Korg X3	Korg X3	125.00
Kurzweil K2500XS	Kurzweil K2500XS	175.00
Kurzweil K2600	Kurzweil K2600XS	175.00
Kurzweil Micro Piano	Kurzweil Micro Piano	50.00
Kurzweil PC-2X	Kurzweil PC-2X	125.00
Kurzweil PC-88	Kurzweil PC-88	125.00
Laptop Stand	Laptop Stand	10.00
Latin Percussion Table	LP Table	20.00
Les Paul Guitar	Les Paul Guitar	75.00
Leslie 122	Leslie 122 Speaker	125.00
Leslie 145 Speaker	Leslie 145 speaker amp	100.00
Leslie 147 Speaker cabinet	Leslie 147 Speaker Cabinet	75.00
Leslie Relay	Splitter Leslie Relay	25.00
Line 6 DL4	Line 6 DL4 - Delay Pedal/power supply	100.00
Line 6 Flextone 2	Line 6 Flextone 2 w/2 x 12 speaker	65.00
Line 6 Flextone II	Line 6 Flextone 2X12 Combo	65.00
Line 6 MM 4	Line 6 MM 4 tuner	15.00
Line 6 Pod	Line 6 Pod	60.00
Line 6 Pod XT Live	Line 6 Pod XT Live pedalboard	75.00
Line 6 Spider IV HD150	Line 6 Spider IV HD150 amp	75.00
Load In and Load Out	Load In and Load Out	150.00
LP Bata Drum	LP Bata drum stand	10.00
LP Bell Tree	Bell Tree on Stand	10.00
LP Bongos	Pair of LP Bongos w/stand	30.00
LP Bongos w/stand	LP Bongos w/stand	30.00
LP Cajon	LP Cajon	30.00
LP Chimes w/clamp	LP Wind Chimes w/clamp	15.00
LP Conga	LP Conga	40.00
LP Conga (Set)	LP Conga, Tumba and Quinto with Stands	105.00
LP Conga Cradles	LP Cradles	10.00
LP Congos (pair)	LP Congos	70.00
LP Cowbell mounted on cymball tree	LP Cowbell mounted on cymbal tree	20.00
LP Cradles	LP Cradles	20.00
LP Cyclops Tamborine	LP Cyclops Tamborine	5.00
LP Djenbe	LP Djembe 14"	25.00
LP Everything Bar	LP Everything Bar	10.00
LP Gajete Brackets	LP Gajete Brackets	45.00
LP Gong on Stand	LP Gong On Stand	40.00

LP Orchestral Bells	Orchestral Bells w/stand	60.00
LP Percussion Table	LP Percussion Table	15.00
LP Quinto	LP Quinto	35.00
LP Rain Stick	LP Rain Stick	15.00
LP Shaker	LP Shaker	5.00
LP Shekere	LP Shekere	5.00
LP Tambora		30.00
LP Tambourine with brass	LP Tambourine with brass	10.00
LP Temple Block	LP Temple blocks	5.00
LP Timbales	2 - LP Timbales w/stands	40.00
LP Toys	LP Toys	30.00
LP Tumba	LP Tumba	30.00
LP Tumbadora	LP Tumbadora 12"	25.00
LP Wind Chime	LP Wind Chime	10.00
LP Windchimes	LP Windchimes	15.00
Ludwig Black Beauty	Ludwig Black Beauty Snare Drum 14"	20.00
Ludwig Classic Maple Drum Kit	Ludwig Classic Maple Drum Kit w/full hardware	250.00
Ludwig Timpani		125.00
Lyon & Healey Concert harp Model 23	Lyon & Healey Concert harp Model 23	450.00
M Audio Controller	M Audio 61 keys - Controller	65.00
Mac Pro Tower w/HD card	Mac Pro Tower w/compatible HD Card	100.00
Macbook Pro	Macbook Pro or iMac w/ Pro Tools	250.00
Mackbook Pro	Macbook Pro	250.00
Mackie 1202	Mackie 1202 - 12 Channel Mixer	30.00
Mackie 1202VLZ	Mackie 1202VLZ 12-channel mixer	40.00
Mackie 1604	Mackie 1604 Mixer	45.00
Mackie 1604VLZ	Mackie 1604VLZ mixer	40.00
Mackie 1642 VLZ	Mackie 1642 VLZ Mixer	50.00
Mackie 402VLZ3	Mackie 402VLZ3 mixer	20.00
Mackie 802 VLZ	Mackie 802 VLZ Mixer	25.00
Mackie SRM450	Self Powered 15" speaker	50.00
Mapex 6-piece Drums	Mapex 6-piece Drum Kit w/Hardware & Cymbals	300.00
Mapex Saturn Drums - 6 piece kit	Mapex Saturn 6 piece Drum Kit	275.00
Mark Tree	Mark Tree w/muffling strip	5.00
Marley Dancefloor	Marley Dancefloor	200.00
Marshall 2 x 12 Cabinet	Marshall 2 x 12	50.00
Marshall 4 x 12 Cabinet	Marshall 4 x 12 Cabinet	50.00
Marshall Blues Breaker	Marshall Blues Breaker	7,500.00
Marshall JCM 2000	Marshall JCM 2000 - Guitar Amp	75.00
Marshall JCM 2000DSL	Marshall JCM2000 DSL100 amplifier	75.00
Marshall JCM 2000TSL	Marshall JCM 2000 TSL	50.00
Marshall JCM 800	Marshall JCM 800 guitar amp	60.00
Marshall JCM 900	Marshall JCM 900 guitar amp	60.00
Marshall JCM800 2x12 combo	Marshall JCM800 2x12 Combo Amp	75.00
Marshall TSL 700	Marshall TSL 700 w/foot switch	75.00
Mastertone Accordian	Mastertone Accordian	50.00
Matchless DC-30	Matchless DC-30	75.00
MDS Jazz Kit	Modern Drum Shop -	175.00

	Jazz Kit	
Meinl Bongos	Meinl Bongos with stand	50.00
Meinl Cajon	Meinl Cajon	30.00
Meinl Cajon Pedal	Meinl Cajon Pedal	15.00
Memory Card	Memory Cards for keys	15.00
Mesa 1x12	Mesa 1x12 guitar speaker	50.00
Mesa 4x10 speaker	Mesa 4x10 Bass Speaker50	
Mesa Big Block 750	Mesa Bib Block 750 amp	100.00
Mesa Boogie 2 x 12	Mesa Boogie 2 x 12 speaker	60.00
Mesa Boogie 4x12 Speaker Cabinet	Mesa Boogie 4 X 12 Speaker Cabinet Slant Face	50.00
Mesa Dual Rectifier	Mesa Dual Rectifier amp	75.00
Mesa F100	Mesa F100 guitar amp	75.00
Mesa Heartbreaker Head	Mesa Heartbreaker Head	65.00
Mesa Lonestar	Mesa Boogie Lonestar amp	60.00
Mesa M600 Bass Amp	Mesa M600 Bass Amp	75.00
Mesa Mark III	Mesa Mk III	75.00
Mesa Mark IV	Mesa Boogie Mark IV Guitar amp	75.00
Mesa Powerhouse 410	Mesa Powerhouse 4x10 speaker	50.00
Mesa Rectifier 4x12 speaker	Mesa Rectifier 4x12 speaker	50.00
Mesa Stiletto Deuce	Mesa Stiletto Deuce guitar amp	75.00
Mesa Tremoverb	Mesa Tremoverb Head	75.00
Mesa Triple Rectifier	Mesa Triple Rectifier amp	75.00
Meyer UM-IP Monitor	Meyer UM-1P Monitor Speaker amp	100.00
Michael Kelly Mandolin	Michael Kelly Mandolin w/pick up	100.00
Microphone Mic	Microphone Mics	5.00
Microphone Mic Stand	Microphone Mic Stands	5.00
Midas Verona	Midas Verona 48 channel console	250.00
MINIMOOG	MiniMoog - Analogue keyboard	100.00
Miscellaneous		
Monitor Wips	Monito whips	0.00
Monthly Storage	Monthly Storage of Musical Instrument	150.00
Moog Little Fatty	Moog Little Fatty keyboard module	100.00
Moog Sub Phatty	Moog Sub Phatty	75.00
Moog Voyager	Moog Voyager - Analogue Keyboard	225.00
Morley A/B Box	Morley A/B Box	10.00
MS2000	MS2000 keyboard	75.00
Music Man Sting Ray	Music Man String Ray guitar	75.00
Music Man String Ray - 4 String	Music Man String Ray 4 - String	100.00
Music Stand	Music Stand	5.00
Music Stand Light	Music Stand Light	5.00
Music Stand w/ Light	Music Stand w/ Light	10.00
Musser Concert Grand Marimba	Musser Concert Grand Marimba	250.00
Musser M646	Musser Ochestra Bells w/stand	75.00
Musser Pro Vibe	Musser Pro Vibe	175.00
Musser Tubular Chimes	Musser Tubular Chimes	100.00
Neumann KM 184	Neumann KM 184	25.00
Neumann KMS 105	Neumann KMS 105 Vocal Microphone	50.00

Nord C2 Organ	Nord C2 Organ	175.00
Nord CD2	Nord CD2 double manual organ	175.00
Nord Elcetro 4	Nord Electro 4 - 73 keys	175.00
Nord Electro 2	Nord Electro 2	150.00
Nord Electro 3 73 Keyboard	Nord Electro 3 73 Keyboard	150.00
Nord Electro 3HD	Nord Electro 3HD keyboard	150.00
Nord Lead 2	Nord Lead 2 Keyboard	125.00
Nord Stage 2 73	Nord Stage 2 73 key semi weighted keyboard	150.00
Nord Stage 2 88	Nord Stage 2 88 keyboard	175.00
Nord Stage 76	Nord Stage 76 keyboard	175.00
Nord Stage 88	Nord Stage 88	195.00
Nord Stage 88EX	Nord Stage 88EX Keyboard	175.00
Nord Wave	Nord Wave	175.00
Orange 2X12 speaker	Orange 2X12 Close back speaker	40.00
Orange 410 Bass Speaker	Orange 410 Bass Speaker	50.00
Orange 4X12 speaker	Orange 4X12 Speaker Cabinet	50.00
Orange 8X10 bass speaker	Orange 810 Bass Speaker	75.00
Orange AD200 Bass amp	Orange AD200 Bass amplifier	75.00
Orange AD30 amplifier	Orange AD30 guitar amplifier	75.00
Orange Rockerverb	Orange Rockerverb Amp	75.00
Orange Rockerverb II 100 MkII	Orange Rockerverb II 100wt amp	75.00
Orange Thunderverb 200 guitar amp	Orange Thunderverb 200 Guitar Amplifier	75.00
Orchestra chair	Orchestra Chair	10.00
PA System	Sound system	500.00
Paiste 3000 cymbal	Paiste 3000 cymbals	5.00
Pearl Bongos w/stand	Pearl Bongos w/stand	30.00
Pearl BRX Drums - Bronz Glass	Pearl Msters Custom Drums-Bronze Glass	225.00
Pearl Congas	Pearl Congas w/stand	70.00
Pearl Drums - Additional Toms	Additional Toms	15.00
Pearl Drums - Master Custom Black Mist	Pearl Drums - Master Custom Black Mist - 5 Piece Drum kit	275.00
Pearl Drums - Master Custom Bronze Glass	Pearl Master Custom Drums - Bronze Glass w/full hardware & cymbals	225.00
Pearl Drums - Master Custom Liquid Amber	Pearl Drums - Master Custom Liquid Amber - 5 Piece Drum kit	225.00
Pearl Picolo Snare	Pearl Picolo Snare	20.00
Peavey 5150 head	Peavey 5150 head	50.00
Peavey KB 100	Peavey KB100	50.00
Peavey KB 300	Peavey KB 300	50.00
Percussion Table	Percussion Table	15.00
Percussion Toys	Percussion Toys	50.00
Piano Bench	Piano Bench - full size	10.00
Piano Tuning	Piano Tuning	300.00
Piccolo Snare with stand	Piccolo Snare with stand	15.00
Pick Up	Pick Up	0.00
Pioneer CDJ 1000	Pioneer CDJ 1000	75.00
Pioneer CDJ 2000	Pioneer CDJ 2000	125.00
Pioneer DJM 500	Pioneer DJM 500 - DJ mixer	60.00
Pioneer DJM800	Pioneer DJM800 Mixer	75.00
Pioneer DJM900	Pioneer DJM900 mixer	125.00

Pionner DJM 600	Pionner DJM 600 - DJ Mixer	65.00
Pionner DJM 800	Pioneer DJM 800 Mixer	85.00
Plexi Glass	Plexiglass amp shield	40.00
Plexi Glass Baffle	Plexi Glass Drum Baffle	100.00
Polytone Mini Brute	Polytone Mini Brute	75.00
Power Strips	Power Strips - Electrical power strips	0.00
Pro Tool Interface	ProTool Interface - Digi 002	100.00
Pro Tool Rig	Pro Tool Rig HD	750.00
Pro Tools HD Omni Interface	Pro Tools HD Omni Interface	250.00
Prophet 5	Prophet 5 - Keyboard	150.00
PSM 700	PSM 700 - In-Ear Monitor	75.00
QSC HPR112	QSC HPR112 powered Speaker	60.00
QSC HPR118i	QSC HPR 118i Powered Sub	75.00
QSC HPR 122i	QSC HPR 122i Powered Sub	100.00
Quick Lok	Quick Lok 2 - tier keyboard stand	10.00
Quick Lok Stand	Quick Lok - Single tier Keyboard Stand	10.00
Quick Lok Z Stand	Quick Lok - Keyboard stand	10.00
Quiklok 1-tier keboard stand	Quiklok 1-tier keyboard stand	10.00
Quiklok 2-tier key stand	Quiklok 2-tier keybcard stand	10.00
Quiklok Amp Stand	Quiklok Amp Stand	10.00
Quiklok Laptop Stand	Quiklok Laptop Stand	15.00
Quiklok T stand	Quiklok 4-legged T stand	10.00
Rack Road case	Rack Road Case (4)	50.00
Radial D2 Stereo DI	Radial D2 Stereo DI Box	20.00
Ramp	Ramp	10.00
Rane 62	Rane 62 Serato Mixer	125.00
Rane Serato SL2	Rane Serato SL2 interface	40.00
Rane Serato SL3	Rane Serato SL3 interface	50.00
Rane TTM56	Rane TTM58 DJ Mixer	75.00
Rane TTM57SL	Rane TTM57 Serato mixer	85.00
Remo Djembe w/stand	Remo Djembe w/stand	30.00
Remo Roto toms	Remo Roto Toms	45.00
Rickenbaucker - 12 String Guitar	Rickenbaucker - 12 String Guitar	100.00
Riser (single wheels)	Riser (single wheels) Riser (double wheels)	50.00
Road Case	4 Rack road case	50.00
Roc-N-Soc	Roc-N-Soc Drum Throne	10.00
Roland GAIA	Roland GAIA Keyboard	75.00
Roland RD700GX	Roland RD700GX keyboard	150.00
Roland V Drums	Roland V drum kit	275.00
Roland VP 550	Roland VP 550 - vocal and ensemble keyboard	200.00
Roland 2080	Roland 2080 module	75.00
Roland 700	Roland RD700	125.00
Roland 700 NX	Roland RD 700NX	125.00
Roland 700 SK	Roland 700 SX	125.00
Roland 700 SX	Roland RD700 SX	150.00
Roland A90	Roland A 90	150.00
Roland ACO Drum	Roland ACO Drum Triggers Bass, snare and toms (3)	75.00
Roland AX Synth	Roland AX Synth Keyboard	125.00

Roland AX-1	Roland AX-1	75.00
Roland BT1 Trigger	Roland BT1 Trigger	10.00
Roland D-50	Roland D-50	75.00
Roland D70	Roland D70	75.00
Roland EV5	Roland EV5 Expression Pedal	10.00
Roland Fantom G6	Roland Fanton G6	200.00
Roland Fantom G7	Roland Fantom G7 keyboard	185.00
Roland Fantom G8	Roland Fantom G8 Keyboard	200.00
Roland Fantom S	Roland Fantom S	125.00
Roland Fantom X	Roland Fantom X6 keyboard	175.00
Roland Fantom X rack	Roland Fantom X rack	100.00
Roland Fantom X6	Roland Fantom X6	125.00
Roland Fantom X7	Roland Fantom X7 - 76 keys	165.00
Roland Fantom X8	Roland Fantom X8 - 88 keys	185.00
Roland GAIA SH-01	Roland GAIA SH-01 keyboard	75.00
Roland GT100 Effects processor	Roland GT100 effects processor	50.00
Roland HPD 15	Roland HPD 15 Hansonic Drum pad	70.00
Roland JC 120	Roland JC 120 - Guitar Amp	60.00
Roland JD800	Roland JD800 - Keyboard	100.00
Roland JP8000	Roland JP8000	100.00
Roland Juno 106	Roland Juno 106 w/power, sus	100.00
Roland Juno 2	Roland Juno 2 keyboard	100.00
Roland Juno 60	Roland Juno 60	150.00
Roland Juno Di	Roland Juno Di	100.00
Roland Juno G	Roland Juno G	100.00
Roland Juno Stage keyboard	Roland Juno Stage	150.00
Roland Jupiter 50	Roland Jupiter 50 w/sustain pedal	
Roland Jupiter 80	Roland Jupiter 80 Keyboard	150.00
Roland JV 1080	Roland JV 1080	100.00
Roland JV 2080	Roland JV 2080	100.00
Roland JV Hip Hop	Roland JV Hip Hop Card	15.00
Roland JV Vintage Cards	Roland JV Vintage Cards	15.00
Roland JV World Card	Roland JV World Card	15.00
Roland KC-300	Roland KC-300 keyboard amp	50.00
Roland KC-500	Roland KC-500 Keyboard Amp	50.00
Roland KD 20 V-Drum	Roland KD 20 V-Drum Pad	40.00
Roland Kd 7	Roland KF-7 Clamp	15.00
Roland KD8	Roland KD8 Clamp	20.00
Roland Lucina	Roland Lucina Keyboard	75.00
Roland MKS 20	Keyboard Module	75.00
Roland PC300	Roland PC300 - USB controller	100.00
Roland PD 9	Roland PD Pad	10.00
Roland PD105	Roland PD105 drum pad	15.00
Roland PD7	Roland PD7	20.00
Roland PD8	Roland PD 8 w/pads	35.00
Roland RD 700	Roland RD700 w/stand	150.00
Roland RD600	Roland RD600 keyboard	150.00
Roland RD700NX	Roland RD700NX Keyboard	150.00
Roland RD700SX	Roland RD700SX Keyboard	150.00
Roland RD800	Roland RD800 keyboard w/sustain	150.00

Roland Roto Toms	Roto Toms 8,10,12	50.00
Roland RS5	Roland RS5 keyboard	75.00
Roland SH201	Roland SH201 Keyboard	75.00
Roland SPD 20	Roland SPD 20 - drum pads	50.00
Roland SPD11 w/std	Roland SPD 11 w/stand	50.00
Roland SPDS	Roland SPDS drum pads w/ stands	65.00
Roland SPDS w/std	Roland SPDS w/std	50.00
Roland SPDSX	Roland SPDSX drum pad	60.00
Roland SRX 07	Roland SRX 07 Expansion Card	25.00
Roland SRX 12	Roland Expansion Card	25.00
Roland SRX 12 expansion	Roland SRX 12 Expansion	40.00
Roland TD20 Drum Module	Roland TD20 Drum Brain	75.00
Roland Techno Card	Roland Techno Card -Expansion card	15.00
Roland V Drum	Roland V Drum - TD20 w/Pads	275.00
Roland V Synth GT	Roland V Synth GT Keyboard	150.00
Roland V-Synth	Roland V-Synth Keyboard	125.00
Roland VK-7	Roland VK-7 - Keyboard	125.00
Roland VK-77	Roland VK-77 - Keyboard	150.00
Roland VK8	Roland VK8	200.00
Roland VP550	Roland VP550 Voice Processer	150.00
Roland VS 1680	Roland VS 1680 Module	100.00
Roland XP30	Roland XP30	60.00
Roland XP50	Roland XP50 - 61 keys	75.00
Roland XP60	Roland XP60	75.00
Roland XP80	Roland XP80	150.00
Roland XV 5080	Roland XV 5080 module	125.00
Roland XV3080	Roland XV3080	100.00
Rolling Riser 8X8	8X8 Rolling Riser	250.00
Sabian Cymbal 10 AAX sokasg	Sabian Cymbal 10" AAX splash	15.00
Sabian Cymbal 10 AAX splash	Sabian Cymbal 10AAX splash	10.00
Sabian Cymbal 10 AAX spsg	Sabian Cymbal 10"AAX splash	15.00
Sabian Cymbal 12	Sabian Cymbal 12 Crash	15.00
Sabian Cymbal 12 Splash	Sabian Cymbal 12" Splash	10.00
Sabian Cymbal 13 HHX Hats	Sabian Cymbal 13 HHX Hats	15.00
Sabian Cymbal 16 China	Sabian Cymbal 16 HHX Ozone	20.00
Sabian Cymbal 16 Crash	Sabian Cymbal 16" Crash	20.00
Sabian Cymbal 18	Sabian Cymbal 18" China	20.00
Sabian Cymbal 18 HHX Ozone	Sabian Cymbal 18 HHX Ozone	20.00
Sabian Cymbal 19	Sabian Cymbal 19" Crash	20.00
Sabian Cymbal 20	Sabian Cymbal 20"	25.00
Sales		
Sax Stand	Sax Stand	5.00
Senheiser 421 Mic	Senheiser 421 Microphone	20.00
Senheiser Horn Microphone	Sennheiser Horn Microphones	100.00
Senheiser Mic	Sennheiser E604	25.00
Sennheiser AC2 antenna combiner	Sennheiser AC2 antenna combiner	75.00
Sennheiser EW 335 G2 w/Belt Pk (500Mhz ranage)2		125.00
Sennheiser IEM300 G2	Sennheiser G2 In Ear system	100.00

	w/Beltpak	
Sennheiser IEM300 G3	Sennheiser IEM300 G3	100.00
Sennheiser AC3 antenna combiner	Sennheiser AC3 antenna combiner	75.00
Sennheiser E609	Sennheiser E609 Microphone	15.00
Sennheiser IEM300 G3	Sennheiser IEM300 G3 in ear monitor system w/beltpack	100.00
Serato Audio Interface	Serato Audio Interface w/LP Discs, usb cable 4 rca-rca prs	50.00
Set of Cymbals	Set of Cymbals	120.00
Shipping	Shipping charges	
Shure beta 52 microphone	Shure Beta 52 microphone	20.00
Shure beta 98	Shure Beta 98 drum microphone	20.00
Shure Beta91	Shure Beta91 microphone	20.00
Shure Beta91:Shure WH30	Shure WH 30 Microphone	50.00
Shure KSM9	Shure KSM9 Capsule for Shure Wireless System	75.00
Shure P6HW	Shure P6HW - Hard Wired In Ear Wireless Mic	50.00
Shure PSM 700	Shure PSM 700 In Ear Monitor w/belt paks	125.00
Shure SM 52	Shure Beta 52 microphone	10.00
Shure SM 57 Mic	Shure SM 57 microphone w/stand	10.00
Shure SM58 Mic	Shure SM58 microphone w/stand	10.00
Shure SM81	Shure SM81 microphone	20.00
Shure Super 55	Shure Super 55 Microphone	30.00
Shure U4D Wireless	Shure U4D Wireless Transmitter with Shure U2 Beta 57 mics	200.00
Shure U4S w/Shure U1 beltpack/Beta 98 H/C	Shure UHF wireless horn mic	100.00
Shure U4S w/Shure U2 SM58 mic	Shure UHF wireless handheld	100.00
Shure U4S w/U1 beltpack	Shure UHF wireless guitar unit	75.00
Shure U4S w/U1 beltpak/Beta 53	Shure U4S wireless headset mic	100.00
Shure UA 845 Antenna Distro	Shure UA845 Antenna Combiner	75.00
Shure UHF WI93 Lavelier omni condenser mic	Shure UHF WL93 Lavelier omni condenser mic for pouch: Spring Clip	25.00
Shure UHF-R UR2	Shure UHF - R Wireless Handheld	50.00
Shure UR wireless Lavelier system w/Shure UR1 pack	Shure UR Wireless Lavelier system	100.00
Shure UR Wireless Headset System	Shure UR Wireless Headset System	100.00
Shure UR4 Wireless	Shure UR4 with Shure KSM9 Wireless	100.00
Shure UR4D wireless system w/Shure UR1 pack	Shure UR wireless guitar system	125.00
Six Space guitar stand	Six space guiter stand	25.00
Slam Grand Piano Shell	Slam Grand Piano Shell	350.00
Slingerland Dum Kit	Slingerland Vintage Drum Kit - 22", 13", 16", 5"X14" Snare, Complete Hardware package & cymbals	275.00
Smoke Machine	Fog Machine	50.00
Snare Drum	Snare drum	40.00
Snare Stand	Snare Stand	10.00
Sonor Snare	Sonor 8x14 Snare	50.00
Sound Craft Series 200	Sound Craft series 200	50.00

Speaker stands	Speaker Stands	10.00
Splitter Snake	48 channel splitter snake	150.00
Stage Decks	Stage Decks 4X8	75.00
Stage Fan	Stage Fan	10.00
Stage Lighting	Stage Light	175.00
Staging Dimensions	Staging Dimensions 4 x 8 Deck with 16 - 2' high legs 16 - 1' high legs	75.00
Stands	4 Quik Lok Stds, 6 guitar stds, 2 Rok & Roc seats	50.00
Steinway Concert Piano	Steinway 9' Concert Piano	1,050.00
Storage	Monthly Storage of musical instrumemt	150.00
Studio Electronics SE1	Studio Electronics SE1 keyboard module	100.00
Surdo w/ Silver strap	Surdo - with Silver Strap 20"	25.00
Sustain Pedal	Sustain Pedal	5.00
SWR 1X15	SWR 1X15 Cabinet	60.00
SWR 1X18	SWR 1X18 Cabinet	50.00
SWR 4X10	SWR 4X10 - Bass Cabinet	50.00
SWR 4X10 Goliath Cab	SWR 4 X 10 Goliath Cabinet	50.00
SWR 750X	SWR 750 amp	75.00
SWR 900 Head	SWR 900 Head	60.00
SWR California Blonde	SWR California Blonde Acoustic Guitar	60.00
SWR Redhead	SWR 2X12 Combo amp	75.00
SWR SM900	SWR 900 Bass Amp	60.00
SWR Working Man15	SWR Working Man 1x15 Bass Combo	50.00
SWR750HD	SWR 750 Head	75.00
T C Electronics M3000	T C Electronics M3000 effects processor	100.00
TA 100	TA 100 Acoustic amp	65.00
Tacoma Thunderchief Bass Guitar	Tacoma Thunderchief Bass Guitar	100.00
Takamine Acoustic Guitar	Takamine Acoustic Guitar	75.00
Takamine Nylon String Guitar	Takemine Nylon String Guitar	75.00
Tama 12 x 4 Snare Drum	Tama 12 x 4" Snare Drum	20.00
Tama 13 x 5 Snare Drum	Tama 13 x 5" Snare Drum	20.00
Tama 8 x 12 Snare Drum		15.00
Tama Star Classic Drums	Tama Star Classic Drum kit, 10,12,14,16,22,snare 15x 5.5, 13x 5.5	225.00
Tama Starline Drums	Tama Starline Drum Kit	250.00
Tambourine	LP Tamoburine	5.00
Tascam DA88	Tascam DA88	125.00
Taylor 410 CE	Taylor 6-string Acoustic Guitar	100.00
Taylor 814CE	Taylor 6-string Acoustic guitar	125.00
TB Firewire Hard Drive 7200rpm	TB Firewire Hard Drive 7200rpm	350.00
TB Firewire Hark Drive 7200rpm	rd Drive 7200 rpm	350.00
TC Eelectronics 4x10 speaker	TC Electronics 4X10 Speaker Cabinet	50.00
TC Eelectronics G System	Tc Electronics G System Guitar Effects	100.00
TC Eelectronics RS212 Bass Speaker	TC Electronics RS212 Bass speaker	50.00
TC Elecrtonics Polytune Pedal	TC Electronics Polytune tuner pedal	15.00
tc electronics Blacksmith 1600	Tc Electonics Blacksmith 1600 Amp	75.00
TC Electronics RH750	TC Electronics RH750 Bass Amp	75.00
Tech	Tech	350.00

Technic 1200 TT	Technic 1200 Turntables	50.00
Technical Crew	Technical Crew	150.00
Three-Steps Stair Unit	Three-Step Stair Unit	100.00
Throne	Throne - Seat	10.00
Thumper Throne	Thumper Drum Throne	50.00
Toca Bongos	Toca Bongos	30.00
Toca Conga	Toca Conga w/stands	50.00
Toca Cowbell	Toca Cowbell	10.00
Toca Timbales	Toca Timbales	50.00
Tops/Sub Speakers	Tops/Sub Speakers	75.00
Trace Elliot 100	Trace Elliot 100 Acoustic Amp	50.00
Transformer	Transformer - Converter	30.00
Treeworks Chimes	Treeworks windchimes	15.00
Trek II PreAmp	Trek II Preamp Pedal	50.00
Trucking	Trucking	0.00
Trumpet Stand	Trumpet Stand	10.00
TU2 Tuner	TU2 Tuner	10.00
Tubular Bells	Set of Tubular Bells	150.00
Tuning	Piano (One)Tuning	125.00
Tympani Drum	Tympani Drum	125.00
Ukelele	Ukelele	50.00
Ultimate Guitar Stand	Ultimate Guitar Stand	5.00
Ultimate V- Stand	Ultimate V-Stand	10.00
Ultracase GSX6 Boat	Ultracase GSX6 Guitar Boat	35.00
Ultracase GSX8 Boat	Ultracase 8 Guitar Boat	35.00
Upright Bass	Upright Bass	200.00
Upright Bass Stand	Upright Bass Stand	10.00
US Customs Clearance	US Customs documentation and Clearance	550.00
USS Genesis Guitar Stand	Ultimate Support Systems - Genesis Guitar Stand	5.00
USS Guitar Stand	USS Guitar Stand	5.00
Vestax 07	Vestax 07 Pro	65.00
Violin Stand	Violin Stand	30.00
Volume pedal	Volume Pedal	10.00
Vox AC 30	Vox AC 30 guitar amp	75.00
VOX AC 30 C2X	Vox AC 30 C2X w/ reverb and tremolo	75.00
Wah Wah Pedal	Wah Wah Volume Pedal	25.00
Whirlwind A/B Box	Whirlwind AB Box	10.00
Wood Blocks	Wood Blocks -	5.00
Wordclock Cables	Wordclock Cables	35.00
Wurlizer 200A	Wurlizer 200A Piano	150.00
X EBS 350 Amp	X EBS 350 Amp EBS 4 X 10 Speaker	150.00
X-Brace Stand	X-Brace Stand	7.50
Xylophone	Xylophone 4-Octave w/stand	125.00
Yahama Recording Custom	Yamaha Recording Custom Snare 6 x 14	20.00
Yamaha 18' Kik Drum	Yamaha 18" Kik Drum	20.00
Yamaha 20 Kik Drum	Yamaha 20" Black Kik	25.00
Yamaha 22 Kik Drum	Yamaha 22"K Drum	30.00
Yamaha M7CL mixing Console	Yamaha M7CL mixing console	250.00

Yamaha Recording Custom Snare	Yamaha Recording Custom Snare 6 x 14	15.00
Yamaha 16" Tom		15.00
Yamaha 3710 Vibraphone	Yamaha Vibraphone	225.00
Yamaha A 90	Yahama A90 keyboard	150.00
Yamaha Accessories	Yamaha Accessories: double kik, Remote hats, PPD rack clamps	35.00
Yamaha acoustic bass	Yamaha acoustic bass (5 string) Michael Kelly 5 string acoustic bass	100.00
Yamaha Birch Custom Absolute Kit -Piano Black Drums	Yamaha Birch Custom Absolute Piano Black Drum Kit w/hardware and cymbals	225.00
Yamaha C6 Midi Piano	Yamaha C6 Midi Piano with One tuning	800.00
Yamaha C7 Grand Piano	Yamaha C7 Grand Piano with.One tuning	900.00
Yamaha CLP295GP	Yamaha CLP295GP digital piano w/stool	450.00
Yamaha CP250 Keyboard	Yamaha CP250 Keyboard	125.00
Yamaha CP250 Keyboard:Yamaha CP300 Keyboard	Yamaha PC300 Keyboard	150.00
Yamaha CP70M	Yamaha CP70M	275.00
Yamaha DGT 7	Yamaha DGT7 Digital Piano	800.00
Yamaha Digital Piano	Yamaha Digital Piano with weighted keys	150.00
Yamaha Drums - Additional Toms	Additional Toms	15.00
Yamaha Drums - Maple Custom Black	Yamaha Drums - Maple Custom Black - 5 Piece Drum kit	225.00
Yamaha Drums - Maple Custom Purple	Yamaha Drums - Maple Custom Purple - 5 Piece Kit	225.00
Yamaha Drums - Maple Custom Turqoise	Yamaha Drums - Maple Custom Turqoise - 5 Piece Kit	225.00
Yamaha Drums - Recording Custom	Yamaha Recording Maple Custom w/full hardware and cymbals	225.00
Yamaha Drums - Recording Custom Cherry	Yamaha Drums - Recording Custom - 5 Piece Kit with full hardware, cymbals	225.00
Yamaha DTX Multi 12	Yamaha DTX Multi 12 Drum Pad	65.00
Yamaha DX7	Yamaha DX7 Synth	100.00
Yamaha EX5	Yamaha EX 5	125.00
Yamaha FC4	Yamaha FC4 sustain pedal	5.00
Yamaha FC7	Yamaha FC7 Volume Pedal	10.00
Yamaha G2 Upright Piano	Yamaha G2 Upright Piano	425.00
Yamaha GDGT7	Yamaha Digital Piano	750.00
Yamaha KX 88	Yamaha KX88 with sustain and expression pedal	150.00
Yamaha M08	Yamaha M08 w/sus	150.00
Yamaha Marimba	Marimba 4 1/3 Octave	225.00
Yamaha Metronome CLST	Yamaha Metronome CLST 100	50.00
Yamaha Motif 6	Yamaha Motif 6 - Keyboard	100.00
Yamaha Motif 7	Yamaha Motif 7	125.00
Yamaha Motif 8	Yamaha Motif 8	150.00
Yamaha Motif ES Rack	Yamaha Motif ES Rack Module	100.00
Yamaha Motif ES6	Yamaha Motif ES 6	125.00
Yamaha Motif ES7	Yamaha Motif ES7 - Keyboard	150.00
Yamaha Motif ES8	Yamaha Motif ES8	175.00
Yamaha Motif Rack	Yamaha Motif Rack	75.00

Yamaha Motif XF6	Yamaha Motif XF6	150.00
Yamaha Motif XF7	Yamaha Motif XF7	175.00
Yamaha Motif XF8	Yamaha Motif XF8 - 88 keys	200.00
Yamaha Motif XS Rack	Yamaha Motif XS Rack Module	100.00
Yamaha Motif XS6	Yamaha Motif XS6	125.00
Yamaha Motif XS7	Yamaha Motif XS 7	150.00
Yamaha Motif XS8	Yamaha Motif XS 8	175.00
Yamaha MS2000	Yamaha MS2000 w/sustain pedal	100.00
Yamaha P250	Yamaha P250 Digital Piano	150.00
Yamaha S80	Yamaha S 80 Keyboard w/sus	125.00
Yamaha S90	Yamaha S90 Keyboard	150.00
Yamaha S90ES	Yamaha S90 ES Keyboard	150.00
Yamaha SKRM100 SubKick	Yamaha SubKick	40.00
Yamaha SPX 90	Yamaha Digital Effects	35.00
Yamaha SPX2000	Yamaha SPX2000 effects processor	100.00
Yamaha SPX990	Yamaha SPX990 effects processor	50.00
Yamaha Sub Kik	Yamaha 'Sub-Kik Pedal	50.00
Yamaha SY 99	Yamaha SY 99 keyboard	125.00
Yamaha Timpani	Yamaha Timpani w/tuning pedal and mallet	100.00
Yamaha Timpany	Timpany 26 and 29"	100.00
Yamaha U2	Yamaha Upright Piano	425.00
Yamaha U3 Piano	Yamaha U3 Piano	
Yamaha Upright Piano	Yamaha Upright Piano	450.00
Yamaha Xylophone	Yamaha Xylophone	150.00
Yamaha YC 3710 Vibraphone	Yamaha YC 3710 Vibraphone	150.00
Yorkville LS801 Sub woofer	Yorkville LS 801 Sub-Woofer	100.00
YRC FREIGHT	YRC FREIGHT -SAN JUAN, CA	
Zildjian cymbals	Zildjian Cymbal Pack	125.00
Ziljian cymbals	Ziljian cymbals - 15"	15.00

Wednesday, Mar 30, 2016 06:25:25 PM PDT GMT-4

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:26 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 060995072 BAREFOOT PRODUCTIONS, INC.
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	22,652.50
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

[redacted]

BAREFOOT PRODUCTIONS, INC.
DBA ROCKET REHEARSAL STUDIOS
3810 29TH STREET
LONG ISLAND CITY, NY 11101

DATE 6/8/16

CHECK ARMOR

PAY TO THE ORDER OF Treasurer of Nassau County $ 160 —

One Hundred & Sixty and 57/100 DOLLARS

Security Features Details on Back.

TD Bank
America's Most Convenient Bank®

FOR admin fee, Nassau County Parks

MP

[redacted]

CQPK16-57

Contract ID#: CQK160000060

Department: Parks, Rec & Museums

U-51-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Soccer Programs

NIFS ID #: CQK160000060 NIFS Entry Date: 6/10/16 Term: May 1, 2016 to Dec. 31, 2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: East Meadow Soccer Club	Vendor ID# **510227363**
Address 1836 New Bridge Road Bellmore, NY, 11710 REG: East Meadow Soccer Club EMAIL: davidhayesemsc@gmail.com	Contact Person: David Hayes Phone: 516-640-7331 Fax:

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 6/10/16

Frank Camerlengo, Dep. Commissioner _____ **Date** _____

Eileen Krieb, CSR _____ **Date** 6/10/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/10/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/10/16		
6/10/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/10/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/12/16		
6/12/16	County Attorney	*CA Approval as to form* ☑	6/12/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

RECEIVED

PR5254 (1/06)

Contract ID#: _____

Department: Parks, Rec & Museums

Contract Summary

Description: East Meadow Soccer Club

Purpose: Soccer Camp for the Nassau County Summer Program

Method of Procurement Competitive RFP PK 0324 1607

Procurement History: East Meadow Soccer Club has responded to RFP PK 0324 1607 where their proposal is to implement, administer and manage soccer camps at various County Parks for the County Summer Camp Program .

Description of General Provisions:
East Meadow Soccer Club will implement, administer and manage soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29, 2015 through August 31, 2015

Total Cost of Services: **$24,900.00 to be payable at a rate of $45.00 per hour**

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 24,900 .00

Professional Services

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gl	9700
Object: de	500
Transaction:	103

PK97x5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	$24,900.00
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE PK97	AMOUNT
1	PKgr9700detail500 x5	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

Document Prepared By: E Krieb 6/10/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

Contract ID#: _____

Department: Parks, Rec & Museums

CQPK16-60

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

1. Vendor: East Meadow Soccer Club

2. Dollar amount requiring NIFA approval: $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a x New contract _____ Advisement _____ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 05/01/16 - 12/31/16

Has work or services on this contract commenced? ____ Yes X No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
___ Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
X Grant Fund (GRT)
Federal % _____
State % _____
County % _____

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

The services to be provided by the Contractor under this Agreement shall consist of implementing, administering and managing soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29th, 2014 through August 31th, 2015.

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

Nassau County Attorney as to form ____ Yes ____ No ____ N/A
Nassau County Committee and/or Legislature ____ Yes ____ No ____ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

NONE

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

CQPK16-60

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

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

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

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

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

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND EAST MEADOW SOCCER CLUB

WHEREAS, the County has negotiated a personal services agreement with East Meadow Soccer Club to provide develop, implement and administer soccer camps at various County Parks for the Nassau County Summer Recreation Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with East Meadow Soccer Club.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: EAST MEADOW SOCCER CLUB

CONTRACTOR ADDRESS: PO BOX 147, East Meadow, NY 11554
1836 Newbridge Road, Bellmore, NY 11710

FEDERAL TAX ID #: 51-0227363

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 24, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **Eighty-two (82)** of potential proposers were sent notice of the RFP, **Seventeen (17)** of potential proposers opened the documents and **Six (6)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on April 21, 2016. A total of Two (2) proposals were received and evaluated for the **D-4 VARIOUS ATHLETIC PROGRAMS section of the RFP**. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **EAST MEADOW SOCCER CLUB was One (1) of Two (2) awarded.**

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner
6/15/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/29/16

Vendor: EAST MEADOW SOCCER CLUB

Signed: Sean Russell

Print Name: SEAN RUSSELL

Title: PRESIDENT

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Cartier
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Newbridge Rd.
   City/state/zip East Meadow, NY 11554
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 1 / 15 / 2015 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO _X__ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _X__ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _X__ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X_ YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X___ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X___ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X__ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO __X__ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __X__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X___ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Cartier, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this June day of 15 2016

Notary Public

CHRISTINE A. CHESTER
Notary Public, State of New York
No. 02CH6268549
Qualified In Nassau County
Commission Expires Sept. 10, 20 16

East Meadow Soccer Club
Name of submitting business

Michael Cartier
Print name

Signature

Vice President
Title

6 / 15 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Sean Russell c/o East Meadow Soccer Club.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Newbridge Road
   City/state/zip Bellmore, NY, 11710
   Telephone [redacted]
   Other present address(es) None
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 01/05/15 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Russell, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of April 2016

Notary Public

LORI J. QUINN
Notary Public, State of New York
No. 01QU5062709
Qualified in Nassau County
Commission Expires July 1, 2018

East Meadow Soccer Club
Name of submitting business

Sean Russell
Print name

Signature

President
Title

04 / 18 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christine Chester
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1836 Dewbridge Road
   City/state/zip Bellmore, NY 11710
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 1/15/15
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christine Chester, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of June 2016

Diane Clemente

Notary Public

Diane Clemente
Notary Public, State of New York
No. 01CL6096725
Qualified in Nassau County
Commission Expires August 04, 20 19

East Meadow Soccer Club

Name of submitting business

Christine Chester

Print name

Signature

Treasurer

Title

6 / 14 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Christopher Chiarello

Date of birth [redacted]

Home address [redacted]

City/state/zip [redacted]

Business address East Meadow SC - 1856 Newbridge Rd

City/state/zip Bellmore, NY 11710

Telephone [redacted]

Other present address(es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___ Treasurer ___/___/___

Chairman of Board ___/___/___ Shareholder ___/___/___

Chief Exec. Officer ___/___/___ Secretary JAN/15/2015

Chief Financial Officer ___/___/___ Partner ___/___/___

Vice President ___/___/___ _____ ___/___/___

(Other)

NO ✓ YES ___ 3. Do you have an equity interest in the business submitting the questionnaire? If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

NO ✓ YES ___ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

1. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of

which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

2. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

3. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details for each such investigation.

4. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

5. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher Chiarello, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of June 2016

JAMES L. DESROULEAUX
Notary Public, State of New York
Qualified in Nassau County
No. 01DE6275449
My Commission Expires 01/29/2017

Notary Public

East Meadow SC
Name of submitting business

Christopher Chiarello
Print name

Signature

Secretary
Title

6/14/16
Date

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: APRIL 18TH: 2016

1) Proposer's Legal Name: EAST MEADOW SOCCER CLUB

2) Address of Place of Business: 1836 NEWBRIDGE ROAD, BELLMORE, NY, 11710

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): P.O BOX 147, EAST MEADOW, NY, 11554

Phone: (516) 221-8957

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 130543932

5) Federal I.D. Number: 51-0227363

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___
✓Other (Describe) NON-FOR PROFIT - 501(c)(3) ORGANIZATION.

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. SMITHTOWN KICKERS SOCCER CLUB IS AN AFFILIATED GIRLS SOCCER PROGRAM OF EAST MEADOW S.C.

APPENDIX C

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

NO Conflict EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____

APPENDIX C

NONE - IF ONE SHOULD ARISE THE COUNTY WILL BE NOTIFIED FOR REVIEW

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the proposer be other than an individual, the Proposal **MUST** include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Parks - Summer Camp Program (we ran this program in 2014 + 2015)

Contact Person Kristen

Address _____

City/State _____

Telephone (516) 526-7063

Fax # _____

E-Mail Address _____

APPENDIX C

Company COLEMAN COUNTRY DAY CAMP

Contact Person ROSS COLEMAN

Address 55 BABYLON TPK

City/State FREEPORT NY 11520

Telephone 516-620-4300

Fax #:

E-Mail Address

Company EASTERN NEW YORK YOUTH SOCCOR ASS

Contact Person TIM BRADBURY

Address 265 SUNRISE HIGHWAY SUITE 38

City/State ROCKVILLE CENTRE, NY 11570

Telephone 516-581-0515

Fax #:

E-Mail Address TBRADBURY@ENYSOCCOR.COM

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Sean Russell, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18th day of April 2016

Notary Public

LORI J. QUINN
Notary Public, State of New York
No. 01QU5062709
Qualified in Nassau County
Commission Expires July 1, 20__

Name of submitting business: EAST MEADOW Soccer Club

By: Sean Russell
Print name

Signature

President
Title

04 / 18 / 2016
Date

APPENDIX F

COUNTY OF NASSAU

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

1. Name of the Entity: EAST MASON SOCCER CLUB

Address: 1836 NEWBRIDGE ROAD,

City, State and Zip Code: BELLMORE, NY, 11710

2. Entity's Vendor Identification Number: 51-0227363

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non for Profit Other (specify) 501(C)(3)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEAN RUSSELL - PRESIDENT

MICHAEL CARTIER - VICE PRESIDENT

CHRIS CHIARELLO - SECRETARY

CHRISTINE CHRISTEN - TREASURER

BOB GRIESER - REGISTRAR

MEEM AYINDE - TEAMS COMMISSIONER

MIKE RIZZI - BOYS COMMISSIONER

TOM REILLY - GIRLS COMMISSIONER

CARMELO CARABBO - FIELD MAINTENANCE

MARIA MORELLI - CONCESSION MANAGER

SCOTT KELLY - BOARD SENATE

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

NONE.

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

NONE.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE.

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

NONE.

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

NONE.

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

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

Dated: April 18th, 2016

Signed: [signature]

Print Name: Sean Russell

Title: East Meadow SC - President.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) East Meadow Soccer Club, having its principal address at 1836 Newbridge Road,Bellmore , NY 11710 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires professional athletic services for programs overseen by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0324-1607, issued on March 24, 2016; and

WHEREAS, the RFP provides for a total term up to five (5) years; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate December 31, 2016, unless sooner terminated as provided for herein. The contract may be renewed for an additional four (4) one (1) year terms on the same terms and conditions, subject to the approval of the County Executive.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of implementing, administering and managing soccer camps at various County Parks for the Nassau County Summer Recreation Program which will run from June 29, 2016 through August 31, 2016 (the "Program"). The Contractor is responsible for providing all equipment, supplies and personnel for the Program.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed Twenty-four thousand nine hundred dollars ($24,900.00). This amount is inclusive of any

and all expenses and shall be payable at a rate of $45.00 per hour for Senior staff Coaches and $25.00 per hour for Junior Staff Coaches.

b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records,

information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor shall screen all Contractor Agents having direct contact with minors through the New York State Sex Offender Registry (the "Registry"). No Contractor Agent listed in the Registry shall be employed to provide services under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or

omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars ($3,000,000) per occurrence and three million dollars ($3,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred

or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor use a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agree to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Miscellaneous. (a) The parties shall work cooperatively to establish a marketing, advertising and promotion campaign aimed at informing the public of the Program, provided, that all brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be subject to the other party's prior written approval.

(b) The Department shall determine whether any day or specific time of the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel camp due to inclement weather will be made by 7:30 am the day of camp. If camp is already in session, and the need to cancel the Program due to inclement weather or other dangerous or emergency condition is necessary, notification will be given to East Meadow Soccer Club as soon as the decision to cancel is made. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Contractor, the Contractor shall be paid in full, provided the Contractor was willing and able to perform, appeared at the venue prior to the Program being cancelled.

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

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

East Meadow Soccer Club

By: Sean Russell
Name: SEAN RUSSELL
Title: PRESIDENT
Date: 6/10/2016

NASSAUCOUNTY

By: _____

Name: _____

Title: County Executive

(or)_____Chief Deputy County Executive

(or)_____Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

PLEASE EXECUTE IN BLUE INK

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

On the 10 day of JUNE in the year 2016 before me personally came SEAN RUSSELL to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the PRESIDENT of EAST MEADOW SOCCER CLUB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LOUIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified In Nassau County
Commission Expires April 03, 2017

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the

imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: VENDOR SUMMARY 3:37 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 510227363 EAST MEADOW SOCCER CLUB
VENDOR ALPHA :

S VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	49,800.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	431,197		2,927
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/10/2016
LINK TO: GRANT SUMMARY INQUIRY 12:42 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 28%
TOTAL SCORE:	**SCORE:** 98%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Yes
Date: 5-3-16
Name: Kathleen Mucci - Kat Mucci
Title: Rec Leader 2

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 24
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 24
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 28
TOTAL SCORE:	**SCORE:** 96

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: _____
Date: 5/2/16
Name: FRANK PISCICI
Title: DEPUTY

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

ADMINISTRATION OF ATHLETIC PROGRAMMING FOR NASSAU COUNTY PARKS
RFP#PK 0324-1607

D-4 VARIOUS ATHLETIC PROGRAMS Evaluation Score Sheet – EAST MEADOW SOCCER CLUB

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: YES
Date: 5/3/16
Name: Tim O'Connell
Title: Deputy Commissioner Parks

TOC

EDWARD P. MANGANO
County Executive

CHRISTOPHER MISTRON
STOP-DWI Coordinator

U-52-16
Additional back-up

NASSAU COUNTY TRAFFIC SAFETY

To: **Comptroller's Office**

From: Christopher Mistron, Coordinator
Nassau County STOP-DWI

Date: June 6, 2016

Subject: **NY Coalition for Transportation Safety Sole Source Education Administration Contract**

There is only one provider of the services sought for this contract. The contractor was determined to be the sole source provider of the personal services needed based on their past history with our programs (16 years) and their ability to provide safety education in the areas of pedestrian and bicycle safety and alcohol education. They are a contractor in good standing with the NY State Governor's Traffic Safety Committee, the National Highway Traffic Safety Administration and NY State Department of Transportation in the form of a Safe Routes to School grant being conducted in Long Beach. This grant was one of only 2 awarded in the entire downstate area.

The NY Coalition is a 501(c)3 not for profit organization and as such is eligible to apply for grant funded programs that would benefit Nassau County. Additionally, the contractor's unique and special experience, skills, expertise, and availability to perform requested services in the most immediate and timely manner were deciding factors in their selection.

This contract is funded by STOP-DWI grant monies that are 100% reimbursable. The outlined tasks attributed to the contractor were outlined in the 2014-2015 Annual STOP-DWI Plan that was approved by the Commissioner of Motor Vehicles.

2016 JUN 22 P 12:58
CLERK OF THE LEGISLATURE
NASSAU COUNTY
RECEIVED

Contract ID#: COTS1600000 I

Department: Traffic Safety Board

U-52-16

Contract Details

SERVICE Traffic Safety/STOP DWI Education Administration

Program

NIFS ID #COTS1600001 NIFS Entry Date: 02/11/16 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUL 20

Vendor

Name	Vendor ID#
NY Coalition for Transportation Safety	112926953
Address	**Contact Person**
219-37 39th Avenue, #204 Bayside, NY 11361	Cynthia Brown, Ex. Dir.
	Phone
	(516) 571-6808

County Department

Department Contact	
Christopher Mistron, STOP-DWI Coordinator	
Address	
1194 Prospect Avenue Westbury, NY 11590	
Phone	
(516) 571-7021	

Routing Slip

	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☒ ☒	6/10/16 6/10/16	
	OMB	*NIFS Approval*	☐	6/10/16	Yes ☐ No ☐ Not required if blanket resolution
6/13/16	County Attorney	*CA RE & Insurance Verification*	☑	6/13/16	
6/13/16	County Attorney	*CA Approval as to form*	☑	6/13/16	
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	Rules ☐/ Leg. ☐		☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
6/20/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	6/20/16	

RECEIVED NASSAU COUNTY

PR5254 (8/04)

Contract ID#: CQTS1600000

Department: Traffic Safety Board

Contract Summary

Description: Traffic Safety/STOP DWI Education and Administration Program

Purpose.: Nassau County Traffic Safety/STOP/DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety for pedestrians, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation Safety has the ability to provide administrative services necessary for implementation, programming and advancement of these programs.

Method of Procurement: The contract is funded through the STOP DWI Funds. Traffic Safety Board will also prepare and submit all necessary paperwork for reimbursement.

Procurement History: The county has a history of providing safety programs for highway safety and STOP DWI. All expenses are 100% reimbursable.

Description of General Provisions:
The contract shall reimburse New York Coalition for Transportation Safety for a Traffic Safety Educator and an administrator who will provide all services in the administration of the safety programs. The services to be provided by the Contractor under this agreement shall consist of the coordination of educational programs for Traffic Safety and STOP DWI programs. They will distribute materials supporting these efforts and act in support of current grant and safety programs in organizing and scheduling activities. Assist in the preparation of grant applications and provide assistance in the financial management of STOP DWI and NY State Governor's Traffic Safety Committee activities in Nassau County.

Impact on Funding / Price Analysis: The funding for this project is 100% reimbursable from STOP-DWI grant funds and no county match is required.

Change in Contract from Prior Procurement: No change from the prior grant award.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	TS81
Resp:	X6
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$ - 0 -
Federal	$
State	$
Capital	$
Other	$ 24,800.00
TOTAL	$ 24,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE 501	$ 24,800.00
2		$
3	APPROVED: 6/13/16 INSURANCE SECTION	$
4		$
5		$
6		$
	TOTAL	$ 24,800.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher Mistron, Nassau County STOP-DWI Coordinator **Date:**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name:	Name	Date 6/20/16
Date:	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: New York Coalition for Transportation Safety

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 24,800

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2016 - 12/31/2016

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % 100
County % ___

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

Nassau County Traffic Safety/STOP DWI has been assigned responsibility to provide educational programs and materials for traffic/roadway safety. From Pedestrian, STOP DWI, driver safety, bicycle safety, school safety and child safety seat programs. The New York Coalition for Transportation safety has the ability to provide administrative services necessary for implementation, programing and the advancement of such programs. Without the contracting, these programs would not be able to be completed and future grant opportunities may be lost.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF TRAFFIC SAFETY BOARD AND THE NEW YORK COALITION FOR TRANSPORTATION SAFETY, INC.

WHEREAS, the County has negotiated a personal services agreement with the New York Coalition for Transportation Safety, Inc. for coordination of educational programs for STOP-DWI programs, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with the New York Coalition for Transportation Safety, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: New York Coalition for Transportation Safety

CONTRACTOR ADDRESS: 213-37 39th Avenue, #204, Bayside, NY 11361

FEDERAL TAX ID #: 112926953

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

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

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

_____

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

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

6/7/16
Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: NY Coalition for Transportation Safety

Dated: 9/6/16

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Ex. Director

Rev. 3-2016

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON- RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Robin Markowitz (Pollack)
   Date of birth ____ /N__ /__A
   Home address [redacted]
   City/state/zip [redacted]
   Business address None
   City/state/zip N/A
   Telephone N/A
   Other present address(es) None
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___ /___ /___ Treasurer____ /___ /___
   Chairman of Board 6 / 1 / 14 Shareholder____ /___/ ___
   Chief Exec. Officer ___/___ /___ Secretary ___ /___ /___
   Chief Financial Officer ___/___ /___ Partner ___/___ /___
   Vice President ___/___/___ _____ /___ /___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO__X__YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO __X__ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO __X__YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO __X__YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

PQF (02/2016)

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robin Markowitz, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of JUNE 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC
STATE OF NEW YORK
NO. 01MI5044039
COMMISSION EXPIRES 5.22.2018

NY Coalition for Trans Safety
Name of submitting business

Robin Markowitz
Print name

Signature

Title

6 / 15 / 2016
Date

PQF (02/2016)

This is a 501(c)3. No one holds any interest at all.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. ~~Principal Name~~ Director, Cynthia BROWN
   Date of birth ___/ N/A
   Home address [redacted]
   City/state/zip [redacted]
   Business address NY COALITION 213-37 39th AVE, #204
   City/state/zip BAYSIDE, NY 11361
   Telephone 516-967-7651
   Other present address(es) 1194 PROSPECT AVE.
   City/state/zip WESTBURY, NY 11590
   Telephone 516-571-6808
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/ N/A Treasurer ___/ N/A
   Chairman of Board N/A/___ Shareholder N/A/___
   Chief Exec. Officer N/A/___ Secretary N/A/___
   Chief Financial Officer N/A/___ Partner N/A/___
   Vice President ___/___/___ N/A ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of June 2016

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018

NY Coalition for Trans. Safety

Name of submitting business

CYNTHIA BROWN

Print name

Cynthia Brown

Signature

Executive Director

Title

3/23/2016

Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/23/2016

1) Bidder's/Proposer's Legal Name: My Coalition for Safety Belt Use, Inc.

2) Address of Place of Business: 1194 Prospect ave, Westbury, NY 11590

List all other business addresses used within last five years:
n/a

3) Mailing Address (if different): 213-37 39th ave. #204, Bayside, NY 11361

Phone: 516-967-7651

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: 948001581

5) Federal I.D. Number: 112926953

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) 501(c)3 NOT FOR PROFIT CORP.

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Provide services to Nassau Co. Traffic Safety Bd. Space only.

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: ___

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. ___

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
We have no financial business with Nassau Co.
All funds are grants whose application was approved
& which funds are disbursed as described in grant.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; none

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 4

vi) Annual revenue of firm; Grant Dependent

vii) Summary of relevant accomplishments See attached

viii) Copies of all state and local licenses and permits. not relevant

B. Indicate number of years in business. Incorporated as a not for profit 7/22/1988

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. See attached

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company NY State Governor's Traffic Safety Committee

Contact Person Chuck Conway

Address 6 Empire State Plaza, 410S

City/State Albany, NY 12228

Telephone 518-486-1920

Fax #

E-Mail Address CHUCK.CONRAY@dmv.NY.GOV

BHF (02/2016)

Safe Routes to School Prog.

Company NY STATE DOT, Region 10, Long Island

Contact Person Chris Badour

Address State Office Bldg. 250 Vet. Mem. Hgh., Hauppauge, NY 11788

City/State Hauppauge, NY 11788

Telephone 631-952-6120

Fax # 631-952-6120; 631-952-6026

E-Mail Address Christian.Badour@DOT.NY.gov

Company Strategic Road Safety

Contact Person Thomas Louizou, Ret. Region 1 Director, NHTSA

Address 5307 212th St.

City/State Bayside, NY 11364

Telephone 646-734-6434

Fax # —

E-Mail Address thomas.louizou@verizon.net

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

See attached Brochure

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cynthia Brown, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of June 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6241036
Qualified in Nassau County
Commission Expires May 22, 2018

Name of submitting business: NY Coalition for Transportation Safety

By: CYNTHIA BROWN Print name

Cynthia Brown
Signature

Ex Director
Title

3/23/2016 Date

COUNTY OF NASSAU

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

1. Name of the Entity: New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety

Address: 213-37 39th Avenue, #204

City, State and Zip Code: Bayside, NY 11361

2. Entity's Vendor Identification Number: 112926953

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501(c)3 Not for Profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Cynthia Brown, Executive Director; [redacted]

Robin Markowitz, Chairman; [redacted]

Representative, Automobile Club of NY, [redacted]

Marge Lee, DEDICATEDD, [redacted]

Wendy Tepfer, Community Parent Center, [redacted]

Representative, NY State Governor's Traffic Safety Committee, Empire State Plaza, Albany, NY 12228

Gloria Monitto, Westbury Public Safety Commission, [redacted]

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

NONE

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

DBA - NY Coalition for Transportation Safety – All principals are the same as for NY Coalition for Safety Belt Use, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

NONE

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

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

Dated: 3/23/2016

Signed: Cynthia Brown

Print Name: CYNTHIA BROWN

Title: Exe Director

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Cynthia B. Brown
[redacted]
email [redacted]

PROFESSIONAL EXPERIENCE

New York Coalition for Safety Belt Use, Inc./
DBA New York Coalition for Transportation Safety
213-37 39th Avenue, #204
Bayside, NY 11361
(1987-Present)

Executive Director
Responsibilities include: office administration, grant writing, program implementation and monitoring, fiscal management, reports, and general oversight of the agency

Queensborough Community College
56th Avenue & Springfield Boulevard
Bayside, New York 11364
(1986-87)

Assistant to the Director of Continuing Education
Responsibilities included: Publication of Continuing Education Brochure,
Initiating new Continuing Education programs; Payroll for Adjunct Staff; Registration

Delson Public Relations
Riverside Drive
Whitestone, New York 11357
(1982-1986)

Account Executive

Accounts included Queensborough Community College, Office of Continuing Education; New York University Upward Bound Program; New York Coalition for Safety Belt Use. Responsibilities included public information and education campaigns, fund raising, material development and media contacts.

Avery-Knodel
555 Madison Avenue
New York, New York 10022
(1964-1975)

Office Supervisor
Firm represented 52 countrywide television and 110 radio stations and handled all commercial advertising placed on these stations by national advertisers. Responsibilities included supervision of all non-executive staff; time sheets; vacation schedules; employee training and hiring of personnel other than executives.

EDUCATION AND CERTIFICATION

Maryland Institute of Art – Attended
Hunter College, CUNY – Attended
Queens College, CUNY – Attended

Certified New York State Traffic Safety Program Trainer
Certified National Highway Traffic Safety Administration,
Highway Safety Management Course Trainer
Transportation Safety Institute Safe Communities Trainer
Federal Highway Administration Designing for Pedestrian Safety Training
Federal Highway Administration Intersection Safety Training

COMMUNITY AND CIVIC ACTIVITIES

- Chairperson, Northeast Queens League of Women Voters
- Newsletter Editor, New York City League of Women Voters
- President, Parents Association, P.S. 203Q
- President, Presidents' Council District 26 Queens (Consisted of 26 Elementary and Middle Schools)
- President, Parents Association, Benjamin N. Cardozo High School
- President, Confederation of Queens High School Parent Associations
- Parent Representative on New York City Board of Education Panel that produced document defining Parents/Parent Association rights and responsibilities in the New York City School System (1991-1993). This document became part of NY City Education Law.

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue, Box 204, Bayside, New York 11361
516-571-6808
email: NYCoalitio@aol.com

BOARD OF DIRECTORS

Officers

Robin Markowitz, *Chairman*
Diane Bucceri, Secretary

Members
Automobile Club of NY
DEDICATEDD, Marge Lee, President
Community Parent Center, Wendy Tepfer, Director
Govermor's Traffic Safety Committee
Westbury Public Safety Commission, Gloria Monitto

John D. States, M.D.,
Chairman Emeritus

Advisory Members

Terence J. Moakley, Ex. Director, Community Affairs, United Spinal Association
Thomas Louizou, Regional Director, National Highway Traffic Safety Administration,

Founding Organizations

American Association for Automotive Medicine
Medical Society of the State of New York

Staff

Cynthia Brown, Executive Director
Diane Bucceri, Executive Assistant
Mark Hoffacker, Program Coordinator/ Child Safety Seat Educator
Lynne Brown, Educator, Graphic Designer

CAPABILITIES

- Coalition development
- Creation of audio/video public service announcements
- Creation and production of print media
- Graphic design
- Grant writing and grant administration
- Presentations and workshops
- Seasonal media campaigns

COMMITMENT

The New York Coalition for Transportation Safety is committed to reducing the number of injuries and fatalities that occur on our roadways by safety for pedestrians, bicyclists and motorists. We will conduct safety education programs for school children, adults and older adults. We are certified Child Passenger Safety Technicians and we will provide assistance to parents of well and special needs children as regards their safe transportation. Our programs are funded by federal and state grants.

STEERING COMMITTEE MEMBERS

Automobile Club of New York
Community Parents Center
DEDICATTEDD
(An anti-drunk driving organization)
Governor's Traffic Safety Committee
Westbury Public Safety Commission

ADVISORY MEMBERS

United Spinal Association,
Community Affairs
Thomas Louizou, Retired
Region 1 Director, National Highway
Traffic Safety Administration

FOUNDING ORGANIZATIONS

American Association for
Automotive Medicine
Medical Society of the
State of New York

ACCREDITATIONS

Certified DisabilitySensitivity Trainers
Certified NETS Instructor
(Networking Employers for Traffic Safety)
Transportation SafetyInstitute Workshop
Instructor/Facilitator
Certified Instructor of National Highway
Traffic Safety Administration
Passenger Safety Advocate Curriculum

PROFESSIONAL ASSOCIATIONS

AARP/Livable Communities
Long Island Youth Safety Coalition
Nassau County Child Fatality Review Team
New York State Association of
Traffic Safety Boards
Nassau County Traffic Safety Board
Queens County Traffic Safety Board
SAFE KIDS, Nassau and Queens Counties

NEW YORK COALITION FOR TRANSPORTATION SAFETY

213-37 39TH Avenue
Box 204
Bayside, New York 11361

Email:
nycoalition@aol.com
www.NYCTS.org

The New York Coalition for Transportation Safety

is a non-profit, statewide organization originally established in 1982 as the New York Coalition for Safety Belt Use, Inc. The Coalition was founded jointly by the Medical Society of the State of New York and the American Association for Automotive Medicine.

Initially the Coalition was a single focus group that sought to reduce motor vehicle related trauma in the State of New York by increasing the use of safety belts by motorists. In time it became apparent that many factors contribute to the complex picture that is motor vehicle injuries. We expanded our scope to include safety programs for pedestrians and bicyclists, as well as motorists, and changed our name to the NY Coalition for Transportation Safety to better reflect our expanded our efforts. The following list serves as a guide to the types of grant funded activities we conduct:

- Assembly programs for children in grades K-12
- Bicycle safety programs
- Pedestrian safety programs
- School bus safety programs
- Mature driver and pedestrian programs
- Bilingual (English/Spanish) programs
- Programs for children with special needs (conducted in concert with NY City Department of Education, District 75)
- Classroom instruction in travel training for young people with disabilities

During its twenty-eight years of operation, the NY Coalition has received grants from federal, state, local and private agencies. Grant funds are used to develop and conduct public information and education campaigns in a variety of locales. A brief description of some programs the Coalition has produced is included herein.

PROGRAM

Identification and Analysis of Factors Contributing to Pedestrian Crashes in Nassau County ***Sponsor:*** Nassau County Traffic Safety Board with funding provided by NY State Governor's Traffic Safety Committee
Description: *Mapped pedestrian injuries and fatalities from 1991-2000, analyzed data, and compiled final report indicating locations experiencing the most injuries and fatalities.*

Queens County Senior Citizens Demonstration Program
Sponsor: NY State Governor's Traffic Safety Committee
Description: *Geared to Directors of Senior Centers. Identified the major factors that contributed to motor vehicle injuried and fatalities, including prescription medications, being inucrred by older adults. Led to the development of a citizens guide to the medications that most affect drdiving skills and the establishment of a CarFit program in Queens County.*

Preventing Alcohol Abuse by College Students
Sponsor: NY State Governor's Traffic Safety Committee
Description: *This program surveyed college students at two schools in Nassau and Suffolk Counties to determine the extent of alcohol use on campus. Results were tallied and analyzed by the University of Minnesota and provided in confidence to the participating schools so that remedial action could be taken.*

"On Our Own" Conducted in conjunction with the NY City Department of Education District 75
Sponsor: National Easter Seals Project ACTION with funding provided by the Federal Transit Administration
Description: *A program to instruct and familiarize high school students with disabilities in the use of public transportation. included the development of a curriculum used nationally.*

HIGHLIGHTS

Inventory of Injury Prevention Programs in New York and New Jersey
Sponsor: National Highway Traffic Safety Administration, Region II, White Plains, NY
Description: *Researched and developed an inventory of Injury Prevention Programs in NY and NJ for the purpose of forming injury prevention partnerships and developing Safe Communities Programs.*

"Practice Safety First": A Guide to Bicycle, Pedestrian and In-Line Skating Programs in NY State *(County-by-County)* ***Sponsor:*** NY State Governor's Traffic Safety Committee
Description: *Researched, designed and produced an educational guide to Bicycle, Pedestrian and In-line Skating Programs in New York State for the purpose of assisting community-based organizations wishing to develop or expand their activities in these areas.*

Bicycle and Pedestrian Safety for Latino Adults and their Families
Sponsor: Nassau County Traffic Safety Board
Description: *This program will provide bicycle and pedestrian safety education to families, including Latino families, through schools, churches and social organization. Bicycle helmets, reflective materials and "Sharing the Road" literature will be distributed to all participants.*

ABC'S of Traffic Safety in Queens County
Sponsor: NY State Governor's Traffic Safety Committee and Queens Borough President
Description: *A comprehensive program that provides educational classes on pedestrian and bicycle safety for children in Grades K-8, teaches older adults best walking practices, introduces them to the CarFit program, and addresses aggressive driving and the dangers of text messaging while driving. Materials produced include a brochure discouraging text messaging and a curriculum designed to teach students and adults how to assess their environment for safe walking routes.*

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) New York Coalition for Transportation Safety, Incorporated, a New York State, not-for-profit corporation, having its principal address at 213-37 39th Avenue, #204, Bayside, New York 11361 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the coordination of educational programs for STOP-DWI programs. Distribute materials supporting these efforts. Act in support of current grant and safety programs in the organization and scheduling of activities. Assist in the preparation of grant applications and provide assistance in the financial management of STOP-DWI and New York State Governor's Traffic Safety Committee activities in Nassau County.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Twenty Four Thousand Eight Hundred Dollars ($24,800.00)** payable as per the attached program budget attached hereto as "Appendix B." (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has

the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and,

further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old

Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

By: Cynthia Brown
Name: CYNTHIA BROWN
Title: EX. Director
Date: 6/7/2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of June in the year 2016 before me personally came Cynthia Brown to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Exp Director of My Coalition for Trans Sply the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
Qualified in Nassau County
Commission Expires May 28, 2018

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
Qualified in Nassau County
Commission Expires May 28, 2018

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract Proposal

The New York Coalition for Safety Belt Use, Inc./DBA NY Coalition for Transportation Safety will provide services, as requested, regarding the implementation and administration of STOP-DWI related safety programs. The services to be provided by the Contractor will be as follows:

1. Assist with NY State contractual documents that must be submitted to the County for all STOP-DWI related grants.

2. Prepare all cover pages and routing sheets for contracts.

3. Print and/or photocopy all STOP DWI Contracts and mail completed contracts to Nassau County PD and 17 Village Police Departments.

4. Assist the STOP-DWI Coordinator in preparing STOP-DWI grants for submission to the Governor's Traffic Safety Committee for federal fiscal year 10/01/15 through 09/30/16.

5. Assist with implementation of 2016 STOP-DWI grants as regards vouchering and reporting.

6. Respond to constituents' requests.

7. Distribute materials supporting STOP-DWI programs.

8. Provide clerical support.

APPENDIX B

NY Coalition for Transportation Safety
Traffic Safety/STOP DWI
Education Administration Program
01/01/16-12/31/16

Budget

Personal Services

Traffic Safety Educator 343 hours @ $35 p/hr	$12,400.00
Administrator 600 hours @ $20.00 p/hr	$12,400.00
TOTAL BUDGET	**$24,800.00**

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of Contractor is:

Cynthia Brown _____ (Name)

[redacted] _____ (Address)

[redacted] _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/7/2016
Dated

Cynthia Brown
Signature of Chief Executive Officer

Cynthia Brown
Name of Chief Executive Officer

Sworn to before me this

7 day of June, 2016

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2018

Contract ID#: CQPK1600000062

Department: Parks, Rec & Museums

U-53-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Professional Services

NIFS ID #CQPK1600000062 NIFS Entry Date: 6/14/16 Term: **5/31/16-4/30/17**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Obvious Media, Inc..	Vendor ID# 43-2029901
Address [redacted]	Contact Person: Jason Lipset
REG: EMAIL: [redacted]contact@Obviousmediainc.com	Phone: 516-522-4461 Fax:

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent, Chief Dep. Commissioner _____ **Date** 6/14/16

Frank Camerlengo, Dep. Commissioner _____ **Date** 6/14/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/14/16

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/14/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered* ☐	6/14/16		
6/15/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/15/16		Yes ☐ No ☐ Not required if blanket resolution
6/15/16	County Attorney	*CA RE & Insurance Verification* ☑	6/15/16		
6/15/16	County Attorney	*CA Approval as to form* ☑	6/15/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	6/20/16		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUN 21 P 3:35

Contract ID#: CQPK1600006Z

Department: Parks, Rec & Museums

Contract Summary

Description: Provide video production services for Lakeside Theatre

Purpose: Provide video production services for Lakeside Theatre

Method of Procurement: RFP#PK0307-1605 dated April 7, 2016 –A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO Section of the RFP – Obvious Media was the highest ranking proposer and was selected.

Procurement History: RFP#PK0307-1605 dated April 7, 2016 - A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO Section of the RFP – Obvious Media was the highest ranking proposer and was selected..

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of providing video production services for the purpose of displaying live video, as well as pre-recorded video and digital effects at the Lakeside Theatre and other County special events.

Total Cost of Services: **$10,000.00**

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 10,000.00

Professional Services CONTRACT PROCESSING FEE $160- copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	grt 9700sh2
Object:	de 500
Transaction:	

PKGRT XS

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$10,000.00**
TOTAL	**$10,000.00**

LINE	INDEX/OBJECT CODE PKGRT	AMOUNT
1	pkgrt9700sh de500 XS	**$10,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$10,000.00**

Document Prepared By: L. Rosenthal **Date:** 6/13/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/24/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

CQ0216-62

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Obvious Media, Inc.

2. Dollar amount requiring NIFA approval: $ 10,000.00

Amount to be encumbered: $ 10,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/31/16-4/30/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? _____ Yes _____ No
If not, will it require a future borrowing? _____ Yes _____ No

Has the County Legislature approved the borrowing? _____ Yes _____ No _____ N/A

Has NIFA approved the borrowing for this contract? _____ Yes _____ No _____ N/A

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

The services to be provided by the Contractor under this Agreement shall consist of providing video production services for the purpose of displaying live video, as well as pre-recorded video and digital effects at the Lakeside Theatre and other County special events.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-62

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/15/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND OBVIOUS MEDIA, INC.

WHEREAS, the County has negotiated a personal services agreement with Obvious Media, Inc. to provide video production services for the purpose of displaying live video (IMAG) as well as pre-recorded video and digital effects for productions and events at Lakeside Theatre, Eisenhower Park, and other County special events and/or venues, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Obvious Media, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: OBVIOUS MEDIA, INC.

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: 43 - 2029901

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

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

II. X The contract was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of three (3) proposals were received and evaluated for the D-5 LIVE VIDEO section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **OBVIOUS MEDIA, INC. was awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner

6/14/16
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/7/16

Vendor: Obvious Media Inc

Signed:

Print Name: JASON LIPSET

Title: President

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jason Lipset
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone 516-522-4461
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 9 / 15 / 2003 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details.
   I am the sole-owner / operator / initial investor & president

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.

   I am an officer in a corporation called Solution Kitchen, Inc. - this corporation is unrelated to this proposal or Obvious Media, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jason Lipset, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 07 day of June 2016

Patricia Danielson

Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

Obvious Media, Inc.

Name of submitting business

Jason Lipset

Print name

Signature

President

Title

6 / 7 / 2016

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 6-7-16

1) Proposer's Legal Name: Obvious Media, Inc.

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
174 E. Carpenter St. Valley Stream, NY 11580

3) Mailing Address (if different): _____

Phone: 516-522-4461

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 021138845

5) Federal I.D. Number: 43-2029901

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation S X
Other (Describe) _____

7) Does this business share *office space, staff, or equipment expenses with any other* business?
Yes X No ___ If Yes, please provide details: I own another corporation, unrelated to this business.

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
No Conflicts Exists

Will contact the County if issue arises (JSL)

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: See attached

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Coco Events

Contact Person Jim Cohn

Address 210 South Fehr Way

City/State Bayshore, NY

Telephone 800 237 8727

Fax #

E-Mail Address jim@cocoeventsinc.com

obviousmedia inc

[redacted] www.obviousmediainc.com

Nassau County Department of Parks, Recreation and Museums
Eisenhower Park
1899 Hempstead Tpke
East Meadow, NY 11554

To Whom It May Concern:

The proposal that follows details my company, Obvious Media, Inc., and the services I am proposing to provide as they relate to request for proposal PL0307-1605.

Obvious Media, Inc. (EIN 43-2029901) is an s-corporation in business since 2003 through which I provide various services relating to live-event-production, production technology and technology design. Through my company as well as on my own before its establishment, I've spent thousands of hours working in live-event-production in varying capacities including production design, direction, technical services and marketing.

The events I have worked on range from private affairs, corporate events and commercial events to press conferences, concerts, comedy shows, theatrical productions, large public events, fund-raisers and trade shows. The scope of the work I have done both as a freelance worker and through my company, includes complete production design and management, stage management, set design, lighting design, video design, audio and video production services, lighting production services, event marketing, and participant management. I have also spent many years working in graphic design and digital content creation. Additionally, I am an expert in electronics and computers and possess specialized knowledge of production-technology including LED technology used in modern video and lighting systems which helps with troubleshooting issues that arise in production technology systems ensuring events go as smoothly as possible.

I have worked with varied clientele that includes government entities such as the Nassau County Department of Parks, Recreation & Museums and the New York City Parks Department, I have worked with the New York Road Runners on events such as the New York City Half Marathon, and worked with the production teams for events such as the Belmar Chase in Belmar, NJ and the Utica Boilermaker in Utica, NY. Obvious Media has provided video, lighting and audio services to some of the tristate area's best event planners and created custom, interactive video props for many corporate clients. Lastly, having worked alongside the Nassau County Department Of Parks, Recreation & Museums on various events over the last 15 years, I have a great report with every member of the county staff whom I have worked with and have (hopefully) lived up to or surpassed any expectations of my company or me with respect to the things we have collaborated on.

I believe that my vast experience and expert knowledge of live-event-production will continue to be a great asset to any event produced by the Nassau County Department of Parks, Recreation & Museums – not only as they relate specifically to the Live Video Production Services I am proposing to provide, but to the entire production as a whole. I believe the show is greater than the sum of its parts and if I can help it, I won't let any part of it fail when Obvious Media is involved. Thank you for your consideration of this proposal.

Sincerely,

Jason Lipset
President, Obvious Media, Inc.

APPENDIX B

obviousmedia inc
[redacted] www.obviousmediainc.com

Proposal Overview

Obvious Media, Inc. proposes to provide complete live video production services to the Nassau County Department of Parks, Recreation & Museums for any upcoming applicable indoor or outdoor events such as live concerts, live theatrical productions, live press events, movie events, large public gatherings, and others.

Obvious Media possesses an inventory of state-of-the-art, high definition, indoor / outdoor LED video display panels and accessories capable of displaying video in sizes up to 144 sq ft. or on multiple displays of smaller sizes. In addition, we have access to a fleet of mobile video display trucks containing large, 14' x 8' hi-resolution displays that can be lifted up to 10' in the air. All of our displays can be used for live viewing, playback of pre-recorded content, and even advertising media (creating the opportunity for additional revenue streams for the Department of Parks, Recreation & Museums.)

Obvious Media also has an inventory of high-definition digital media production equipment including multi-channel digital video mixers, digital media servers, high-definition robotic video cameras, miniature backline cameras and more. We have the capability of providing IMAG (Image magnification) for speeches, interactive video effects and manipulation for concerts as well as video simulcasting to multiple video displays – even the Internet – throughout a live event. We also have smaller, indoor video displays available including, flat-screen panels, digital signage players, video-wall capabilities and digital video projection equipment.

Most live video productions would include a large, LED video display, a video mixer, at least one high-definition video camera and possibly some digital media playback. Obvious Media's live video production packages would include all the necessary components and labor for setup, operation and strike of our equipment as required for a successful production. Our company is insured and experienced and ensures a professional production every time.

The pages within contain an equipment rental price sheet, labor price sheet and all other required documents for RFP # PL0307-1605.

obviousmedia inc

[redacted] www.obviousmediainc.com

Public Sector Experience Overview:

Nassau County Department of Parks, Recreation & Museums: 2008 to present
Race Director & Director of Marketing for the Long Island Marathon Weekend

Nassau County Department of Parks, Recreation & Museums: 2015
Provided hi-res LED video production services for various concerts throughout summer

Nassau County Department of Parks, Recreation & Museums: 2005 - 2008
Marketing, Production Design & Graphic Design for the Long Island Marathon Festival of Races

Nassau County Department of Parks, Recreation & Museums: 2006
Production Design, Digital Video Content Creation & Graphic Design: State of the Parks Press Event

New York Road Runner: 2015
Finish Line Timing System Manager – New York City Half Marathon

New York State Parks: Sporadically
Production Assistance – Winter & Summer Run Series

Other Prior Experience In Service Area

Coco Events, Inc: 2009 – present
Provide customized digital video services for various corporate events throughout the year

Coco Events, Inc: 2009 – present
Provide event-technology design and event management for various corporate events throughout the year

Viacom: 2015
Custom designed digital "Lite Brite" for 2015 Holiday Party in NYC

Main Event Restaurant, Farmingdale: 2015
Custom designed & installed outdoor LED digital video display

Main Event Restaurant, Farmingdale: 2014 - Present
Complete audio / video system design, implementation & maintenance

Main Event Restaurant, Plainview: 2004 - Present
Complete audio / video system design, implementation & maintenance

Walt Disney Company: 2014
Custom designed multi-user interactive digital video "graffiti" system for "Pretty Little Liars" holiday event in NYC

Viacom / Nikon: 2010
Custom designed photo kiosk and interactive video kiosk for MTV Movie Awards in CA

APPENDIX B

Company Nassau County Department of Parks, Recreation & Museums

Contact Person Tedd Bial

Address 1899 Hempstead Tpke

City/State East Meadow, NY

Telephone 516-572-0314

Fax #

E-Mail Address tbial@nassaucountyny.gov

Company The New York Islanders

Contact Person Tim Beach

Address 1255 Hempstead Tpke

City/State Uniondale, NY

Telephone 516-501-6700

Fax #

E-Mail Address

Company Brilliance Events, Inc.
Contact Person Bob Richards
Address 117-B Newtown Rd
City / State Plainviw, NY
Telephone 516-342-9955
Email Address bob@brilliancepro.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jason Lipset, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of June 2016

Patricia Danielson
Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/20 18

Name of submitting business: Obvious Media, Inc.

By: Jason Lipset
Print name

Signature

President
Title

6 / 7 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Obvious Media, Inc.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: 43-2029901

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S-Corporation ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Jason Lipset, President
[redacted]

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

Jason Lipset, Sole Shareholder
[redacted]

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None JSL

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

None JSL

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

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

Dated: 6/7/16

Signed: [signature]

Print Name: Jason Lipset

Title: President, Obvious Media, Inc.

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Obvious Media, Inc.**, a New York company having its principal address at [redacted] (the Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires professional and technical services, including live video production, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for a total term, including renewals, of five (5) years; and

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term**. This Agreement shall commence on May 31, 2016 and shall terminate on April 30, 2017, with an option to renew for an additional four (4) one (1) year periods, upon the approval of the County Executive, on the same terms and conditions as stated herein, unless sooner terminated as provided for herein.

2. **Services**. The services to be provided by the Contractor under this Agreement shall consist of providing vieo production services for the purpose of displaying live video (IMAG) as well as pre-recorded video and digital effects at the Lakeside Theatre

("Lakeside"), Eisenhower Park, East Meadow, NY and other County special events and/or venues.

3. **Payment**.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Ten Thousand Dollars** ($10,000.00), per year. This amount is inclusive of any and all expenses, including travel, and shall be payable pursuant to the schedule of rates and fees attached hereto as "Exhibit "A". The Contractor shall submit its invoice and voucher for payment pursuant to subsection (b) of this Section. The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted to the County.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4. **Independent Contractor**. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default**. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. **Compliance with Law**. (a) Generally. The Contractor shall comply and shall cause all Contractor Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. **Indemnification; Defense; Cooperation**. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department

and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor are responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance**. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of

subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Obvious Media, Inc.
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as Additional Insured pursuant to contract
Date: May 31, 2016 through April 30, 2017
Location: Eisenhower Park, East Meadow, New York 11554 & other Nassau County Parks/Events as required.

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or

threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage's. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverage's shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. **Assignment; Amendment; Waiver; Subcontracting**. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. **Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor where the impracticability relates to the Contractors ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. **Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **Limitations on Actions and Special Proceedings Against the County**. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as

a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. **All Legal Provisions Deemed Included; Severability; Supremacy**. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by

Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. **Miscellaneous**.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause**. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

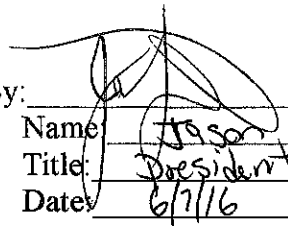
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

OBVIOUS MEDIA, INC.

By: 
Name: Jason Lipset
Title: President
Date: 6/7/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7 day of June in the year 2016 before me personally came Jason Lipset to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Obvious Media Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Patricia Danielson
NOTARY PUBLIC

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

COST PROPOSAL APPENDIX A (Exhibit A)

D5. LIVE VIDEO PRODUCTION

THE "NON-COLLUSIVE PROPOSAL CERTIFICATION" FORM PROVIDED MUST ACCOMPANY THIS FORM.

Please provide the comprehensive listing of Proposed Fees for all Events. Complete Section I and Complete Section II

Instructions: Complete Section I

Hourly Labor Rate Per Person

Section I. Hourly Labor Rate

Section I: Hourly Labor Rate	**Year One** Hr / Day (10hr)	**Year Two** Hr / Day (10hr)	**Year Three** Hr / Day (10hr)
I. LED VIDEO TECHNICIAN	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
II. PRODUCTION ENGINEER	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
III. VIDEO CAM OPERATOR	75.00 / 500.00	75.00 / 500.00	80.00 / 550.00
IV. ASSISTANT ENGINEER	50.00 / 350.00	50.00 / 350.00	55.00 / 400.00
V.			

Instructions: Complete Section II

Section II. Additional Equipment

Please provide a detailed listing along with rates for any/all anticipated equipment on a separate sheet of paper.

SEE ATTACHED SHEET FOR EQUIPMENT PRICING

Section II. Additional Equipment	**Year One**	**Year Two**	**Year Three**
I.			
II.			
III.			
IV.			
V.			
VI.			
VII.			
VIII.			

obviousmedia inc

[redacted] www.obviousmediainc.com

APPENDIX A, SECTION II (EXHIBIT A)

Live Video Production Fee Schedule:
THE FOLLOWING RATES ARE GOOD FOR YEAR 1, 2 and 3.

Equipment Rates:

Description	Units	Rate: Hr	Rate: Day (10Hrs)
6mm Indoor / Outdoor LED Video Display[1] (ground supported)	Sq ft. (16sqft min.)	20.00 (min. 2hrs)	$60.00
8' x 14' 7mm Outdoor Mobile LED Video Truck[1] (truck-mounted, self-contained inc. driver)	each	N/A	$10,500.00
HD Robotic Camera	each	$75.00	$250.00
HD Manual Camera	each	$100.00	$500.00
Mountable Camera	each	$50.00	$150.00
Digital Video Mixer	each	$150.00	$500.00
Digital Media Server	each	$100.00	$400.00
Office Digital Video Projector (~2000 lum)[1]	each	$125.00	$300.00
Theatrical Digital Video Projector (5000 lum+)[1]	each	$300.00	$600.00
Fast-Fold Video Projection Screen (5'x7' or 6'x8')	each	$50.00	$150.00
PowerPoint PC	each	$100.00	$100.00
DVD Player	each	$25.00	$25.00
Crank-Up Stands	each	$25.00	$125.00
Trussing	8' section	$10.00	$ 25.00
HDMI Cable	ft.	$1.00	$1.00
BNC / SDI Cable	ft.	$1.00	$1.00
Data Cable / Ethernet Cable	ft.	$1.00	$1,00
Generator	each	$50.00	$250.00*
Power Cords	ft.	$1.00	$1.00

[1]Digital Video Displays (LED or Projection) do not come with any video playback device. Each will accept VGA, HDMI, or DVI input
*includes one tank of fuel

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Jason Lipsett (Name)

[redacted] (Address)

516 522-4461 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____
_____
_____
_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____
_____
_____
_____
_____
_____
_____
_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/7/16
Dated

Signature of Chief Executive Officer

Jason Lipset
Name of Chief Executive Officer

Sworn to before me this
7 day of June, 2016.

Patricia Daniel
Notary Public

PATRICIA DANIELSON
Notary Public, State of New York
Qualified in Nassau County
Reg. #01DA6071010
Commission Expires 03/11/2018

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML0220 V4.2 NIFS PRODUCTION SYSTEM 06/15/2016
LINK TO: GRANT SUMMARY INQUIRY 12:07 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	434,796		-672
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/15/2016
LINK TO: VENDOR SUMMARY 12:10 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 432029901 OBVIOUS MEDIA, INC.
VENDOR ALPHA :

S	VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES			
	RETAINAGES			
	ACCRUALS			
	PAYMENTS			
	CASH RECEIPTS			
	ACCT RECVABLE			
	1099 TOTALS			
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD			
	TAX LIENS PAID			
	ST BCKUP W/HOLD			
	ST BU W/H PAID			

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G007 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

[redacted]

OBVIOUS MEDIA, INC.
174 E CARPENTER ST.
VALLEY STREAM, NY 11580-4422

[redacted]

DATE 6/13/16

PAY TO THE ORDER OF Treasurer of Nassau County $ 160 00/100

One Hundred Sixty and 00/100 DOLLARS

Security Features Included. Details on Back

North Fork Bank
www.northforkbank.com

FOR

MP

[redacted]

CQPK16000062

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – *Obvious Media, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 20
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30
TOTAL SCORE:	**SCORE:** 85

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
Good Product

Recommendation: Award
Date: 4/19/16
Name: Frank Camarcongo
Title: Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – *Obvious Media, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30%
TOTAL SCORE:	**SCORE:** 100%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-19-16
Name: Theodore Bial
Title: Mobile Electronic Operating Supv

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – *Obvious Media, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30
TOTAL SCORE:	**SCORE:** 100

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: C. Gillen C Gillen
Title: Info Spec II

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605
D-5 LIVE VIDEO Evaluation Score Sheet – *Obvious Media, Inc.*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25 %
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20 %
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25 %
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 30 %
TOTAL SCORE:	**SCORE:** 100 %

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/19/16
Name: Paul Wygand
Title: Audio Engineer

Paul W

Contract ID#: CQPK16000052

Department: Parks, Rec & Museums

CA 5416

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK16000052 NIFS Entry Date: 6/6/16 Term: **May 1-Dec 31, 2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: MLicata Entertainment LLC	Vendor ID# [redacted]
Address [redacted] REG: EMAIL: mlicataent@optimum.net	Contact Michelle Licata Phone: 631-838-1206

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/7/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/6/16

Eileen Krieb, CSR _____ **Date** 6/7/16

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
6/8/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/8/16		
	OMB	*NIFS Approval (Contractor Registered)* ☐	6/8/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☑	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☑	6/10/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 20 P 1:50

Contract ID#: CQPK1600052

Department: Parks, Rec & Museums

Contract Summary

Description: Disco Unlimited musical performance at Lakeside Theatre on July 8, 2016
Purpose: to retain, produce and manage the performance of Disco Unlimited at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on July 8, 2016.
Method of Procurement: This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider.
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on July 8, 2016 at Lakeside Theatre. Total cost: $4,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $4,000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: gen	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$4,000.00**
TOTAL	**$4,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	**$4,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$4.000.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 6, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/10/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

CQPK16-52

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: MLicata Entertainment LLC

2. Dollar amount requiring NIFA approval: $ 4,000.00

Amount to be encumbered: $ 4,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ___ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To retain, produce and manage the performance of Disco Unlimited at Lakeside Theatre, Eisenhower Park, from 8:00pm-10:00pm on July 8, 2016.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPK15000047-$7,000.00

CQ10X16-52

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND MLICATA ENTERTAINMENT LLC.

WHEREAS, the County has negotiated a personal services agreement with MLicata Entertainment LLC to provide a musical performance at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with MLicata Entertainment LLC.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: MLicata Entertainment LLC

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

6/1/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 5, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
MLicata Entertainment LLC
Re: July 8, 2016 appearance of Disco Unlimited

The above contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

This contractor will bring a unique tribute band that has attracted significant audiences in the past at the Lakeside Theatre. Tribute bands are enjoying increased popularity at a considerable cost savings. Audiences enjoy the genre of music, and it can be provided economically. Disco Unlimited was recently featured in a Newsday story about the growing popularity of disco music. The group appeared in a Saturday Night Fever show at the NYCB Theatre at Westbury and plans appearances at the Wellmont theatre in Montclair, New Jersey and Russo's on the Bay on City Island, both premier venues. This contractor has acted in the capacity of show producer for other shows at Lakeside and has been a valuable asset. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN;CAG

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: MLicata Entertainment LLC

Dated: 5/23/16

Signed:

Print Name: Michelle Licata

Title: President

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michelle Licata
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 4/23/13 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michelle Licata, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of April 2016

Melissa Riche
Notary Public

MELISSA RICHE
Notary Public - State of New York
NO. 01RI6251637
Qualified in Suffolk County
My Commission Expires Jan 14, 2020

MLicataEntertainment
Name of submitting business

Michelle Licata
Print name

Signature

President
Title

4 / 15 / 16
Date

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/14/16

1) Proposer's Legal Name: MLicata Entertainment LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]7245085

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

APPENDIX C

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. ___

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. ___

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. ___

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. ___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction ___

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. no conflict exists,

APPENDIX C

however if one arises the county will be notified to make determination

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Resorts World Casino

Contact Person Angela Gozzi

Address 1100-00 Rockaway Blvd.

City/State Jamaica, N.Y.

Telephone 718 215-2943

Fax # _____

E-Mail Address angela.gozzi@rwnewyork.com

APPENDIX C

Company The Living Room

Contact Person Ron Peiris

Address 432 N. Wantagh Ave

City/State Bethpage NY

Telephone 917 774-5700

Fax #

E-Mail Address carlcynth@aol.com

Company JCSB Entertainment

Contact Person Robert Goodrich

Address

City/State

Telephone 646 523-4994

Fax #

E-Mail Address nynightclub@aol.com

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michelle Licata, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of April 2016

Melissa Riche
Notary Public

MELISSA RICHE
Notary Public - State of New York
NO. 01RI6251637
Qualified in Suffolk County
My Commission Expires Jan 14, 2020

Name of submitting business: MLicataEntertainment LLC

By: Michelle Licata
Print name

Signature

President
Title

4/15/16
Date

APPENDIX F

COUNTY OF NASSAU

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

1. Name of the Entity: MLicataEntertainment

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ___ Partnership ___ Joint Venture

___ Ltd. Liability Co ___ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Michelle Licata

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

Michelle Licata

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

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

none

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

none

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

none

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

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

Dated: Apr. 14, 2016

Signed: [signature]

Print Name: Michelle Licata

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **MLicata Entertainment LLC** having its principal office at [redacted] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following performers:

Disco Unlimited (the "Performer"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park; to be held on July 8, 2016, from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Four Thousand Dollars** (4,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($2,000.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the

Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
MLicata Entertainment LLC
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured
Event(s) and Date(s): Disco Unlimited - July 8, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such

prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the

person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, due to the fact is it under the $5,000 threshold.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the

Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been

obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

MLICATA ENTERTAINMENT LLC

By: Michael Mlicata
Name: Michael Mlicata
Title: President
Date: June 2, 2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 2 day of June in the year 2016 before me personally came Michele Licata to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Promoter of Disco Unlimited, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JOEL H. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

NOTARY PUBLIC

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Michelle Licata (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____
_____
_____
_____
_____
_____
_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

June 2, 2016
Dated

Signature of Chief Executive Officer

Michelle Ligato
Name of Chief Executive Officer

Sworn to before me this

2 day of June, 2016.

Notary Public

JOEL H. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 3:15 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,711	683,303

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: VENDOR SUMMARY 3:14 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : [redacted] MLICATA ENTERTAINMENT LLC
VENDOR ALPHA :

S	VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	7,000.00	7,000.00
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS	.00	7,000.00	7,000.00
	B/U WITHHOLDING	.00	.00	.00
	B/U WITH PAID	.00	.00	.00
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

Contract ID#: CQPK16000054

Department: Parks, Rec & Museums

4-55-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre concert

NIFS ID #: CQPK16000054 NIFS Entry Date: 6/7/16 Term: **May 1, 2016-De. 31,2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Plaza Theatrical Prod., Inc.	Vendor ID# 112836442
Address 34 Forest Avenue, Lynbrook, NY 11563 REG: EMAIL: Plazatheatrical@aol.com	Contact Kevin Harrington Phone: 516-599-6870

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/7/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/7/16

Eileen Krieb, CSR Eileen Krieb **Date** 6/8/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/8/16	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/8/16	Linda Lane	
	OMB	*NIFS Approval (Contractor Registered)* ☐	6/8/16		Yes ☐ No ☐ Not required if blanket resolution
6/10/16	County Attorney	*CA RE & Insurance Verification* ☐	6/10/16		
6/10/16	County Attorney	*CA Approval as to form* ☒	6/12/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	6/20/16		

PR5254 (1/06)

Contract ID#: CQPK16000054

Department: Parks, Rec & Museums

Contract Summary

Description: One stage performance of "All Shook Up", an Elvis musical tribute on July 11, 2016

Purpose: to provide a stage performance of "All Shook Up", an Elvis musical tribute, to be held on July 11, 2016 from 8:00pm-10:00pm at Lakeside Theatre, Eisenhower Park.

Method of Procurement: The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.
This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer's show will be a showcase of the music of Elvis Presley. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

Procurement History: Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 hour duration on July 11, 2016 at Lakeside Theatre, Eisenhower Park NY. Total cost: $5,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $5,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: Qua	1800
Object: de	500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$5,000.00**
TOTAL	**$5,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PK4en1800 de500	$5,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$5,000.00**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: L. Rosenthal **Date:** June 7, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16

PR5254 (1/06)

CQPK16-54

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Plaza Theatrical Productions, Inc.

2. Dollar amount requiring NIFA approval: $ 5,000.00

Amount to be encumbered: $ 5,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To provide a stage performance of "All Shook Up", an Elvis musical tribute, to be held on July 11, 2016 from 8:00pm-10:00pm at Lakeside Theatre, Eisenhower Park.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPK15000059-$9,500.00

CQPK16-54

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/9/16

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PLAZA THEATRICAL PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Plaza Theatrical Productions, Inc. to perform a musical performance at Lakeside Theatre, Eisenhower Park, on July 11, 2016, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Plaza Theatrical Productions, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Plaza Theatrical Productions, Inc

CONTRACTOR ADDRESS: 34 Forest Avenue, Lynbrook, NY 11563

FEDERAL TAX ID #: 112836442

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

4/7/16

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 5, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Plaza Theatrical Productions
Re: July 11: All Shook Up

The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer's show will be a showcase of the music of Elvis Presley. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Plaza Theatrical Productions, Inc.

Dated: 5-31-16

Signed:

Print Name: Kevin F. Harrington

Title: Pres.

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kevin F. Harrington 100% Owner
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 34 Forest Ave
   City/state/zip Lynbrook NY 11563
   Telephone 516-599-6870
   Other present address(es) none
   City/state/zip none
   Telephone none
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   ✓ President 1/1/1983 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 1/1/1983
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓ If Yes, provide details.
   Plaza Players, Ltd.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kevin F. Harrington 100% Owner
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 34 Forest Ave
   City/state/zip Lynbrook NY 11563
   Telephone 516-599-6870
   Other present address(es) none
   City/state/zip none
   Telephone none
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   ✓ President 1/1/1980 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 1/1/1983
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details. NO KH 6/13/16

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓ If Yes, provide details.
   Plaza Players, Ltd.

Corrected 6/13/16

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details. Nassau County - Summer entertainment NYC Dept of Parks + Rec. - Summer entertainment Town of Hempstead - Summer entertainment

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kevin F. Harrington, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31ST day of May 2016

Joel A. Schoenberger

Notary Public JOEL A. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

Kevin F. Harrington / Plaza Theatrical Productions, Inc.

Name of submitting business

Kevin F. Harrington

Print name

Kevin F. Harrington

Signature

Pres.

Title

5 / 31 / 16

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5-31-16

1) Proposer's Legal Name: Plaza Theatrical Productions, Inc.

2) Address of Place of Business: 34 Forest Ave., Lynbrook NY 11563

List all other business addresses used within last five years:
N/A NONE

3) Mailing Address (if different): SAME

Phone: 516-599-6870

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: N/A NONE

5) Federal I.D. Number: 11-2836442

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ (Corporation)
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. ~~No conflict exists~~ In the event that a possible conflict arises, I inform the County of the possible conflict and allow the County to determine if an actual conflict exists.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company The Huntington Arts Council

Contact Person Marc Courtade

Address 213 Main Street

City/State Huntington NY

Telephone 631-271-8423

Fax #

E-Mail Address mcourtade@huntingtonarts.org

Company The Town of Hempstead Department of Parks and Recreation

Contact Person BARBARA CALAFANO-BALDER

Address 200 North Franklin Street

City/State Hempstead, N.Y. 11550-1390

Telephone 516-292-9000

Fax # 516-292-6024

E-Mail Address

Company New York City Department of Parks + Recreation

Contact Person Debby Kuha

Address Oak Ridge One Forest Park

City/State Woodhaven, N.Y. 11421

Telephone 718-235-4100

Fax # 718-235-4265

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kevin F. Harrington, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31ST day of May 2016

Joel H. Schoenberger

Notary Public JOEL H. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

Name of submitting business: Plaza Theatrical Productions, Inc.

By: Kevin F. Harrington
Print name

Signature

Pres
Title

5 / 31 / 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: PLAZA Theatrical Productions, Inc.

Address: 34 Forest Ave

City, State and Zip Code: Lybrook NY 11563

2. Entity's Vendor Identification Number: 11-2836442

3. Type of Business: ✓ Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____✓____Other (specify) C Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

KEVIN F. HARRINGTON, [redacted]

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

SAME AS above

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

N/A KEH NONE

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

N/A KEH NONE

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

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

Dated: 5-31-16

Signed: Kevin F. Harrington

Print Name: Kevin F. Harrington

Title: Pres

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Plaza Theatrical Productions, Inc.**, a New York not-for-profit corporation, having its principal office at 34 Forest Avenue, Lynbrook, NY 11563 (the "Performer" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained by the County to perform one live stage performance of "All Shook Up, an Elvis musical tribute" to be held on Monday, July 11, 2016, from 8:00 p.m. to 10:00 p.m. at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554 ("Performance").

(b) (i) The County shall supply venue stage, sound, and lighting for the Lakeside production of All Shook Up on July 11, 2016..

(c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(d) The Performer must appear for a sound check on the day of each Performance, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performer fails to appear as stated herein.

(e) At least ten (10) days prior to each Performance, the Performer shall provide to the Department the Performance's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Five Thousand Dollars** ($5,000.00). For Payment purposes, the following amounts shall be allocated to each Performer:

(1) All Shook Up – **Five Thousand Dollars** ($5,000.00) and

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount ($2,500.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The balance payment respecting each Performance shall be made payable to the Performer and shall be paid after the completion of each Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review,

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure

under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Plaza Theatrical Productions, Inc.
34 Forest Avenue
Lynbrook, NY 11563

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured
Event(s) & Date(s): All Shook Up (July 11, 2016), and Charlie Brown (July 17, 2016)
Location(s): Lakeside Theatre, Kite Field & Eisenhower Park, East Meadow, NY

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of

the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. Since the Contractor is a New York not-for-profit corporation it is not required to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(g) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(h) The Performers shall make themselves available for photographs prior to the performance.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

PLAZA THEATRICAL PRODUCTIONS, INC.

By: _____
Name: Kevin F. Hamerings
Title: Pres
Date: 5-31-16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of May in the year 2016 before me personally came Kevin F. Hazelhurst to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC
JOEL N. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

   Kevin F. Hagerty (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ___✓___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

   _____
   _____
   _____
   _____
   _____
   _____

   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___✓___ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety

and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5-31-16
Dated

Signature of Chief Executive Officer

Kevin F. Harrington
Name of Chief Executive Officer

Sworn to before me this

31st day of May, 2016.

Notary Public

JOEL N. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 3:02 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 06 2016 JUNE 2016
INDEX :
ORGANIZATION : PK10 ADMINISTRATION
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE	CONTRACTUA	4,369,500	4,369,500	2,331,854	2,037,646
		EXP TOTAL	6,645,014	6,645,014	3,224,268	3,420,746
		REV - EXP	-2,668,014	-2,668,014	-1,984,711	683,303

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/08/2016
LINK TO: VENDOR SUMMARY 3:02 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : 112836442 PLAZA THEATRICAL PRODUCTIONS INC
VENDOR ALPHA :

S	VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	9,500.00	83,874.97
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS	.00	9,500.00	9,500.00
	B/U WITHHOLDING	.00	.00	.00
	B/U WITH PAID	.00	.00	.00
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

Contract ID#: CQPK1600063

Department: Park Rec & Museums

U-56-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK1600063 NIFS Entry Date: 6/15/16 Term: **May1, 2016-Dec 31, 2016**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: CBS Radio, Inc.	Vendor ID# 134142467
Address 345 Hudson Street, 10th Fl. New York, NY 10014 REG: EMAIL: frank.iemmiti@cbsradio.com	Contact Frank Iemmiti Phone: 212-242-6190

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm: _____ **Date** 6/15/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/15/16

Eileen Krieb, CSR _____ **Date** 6/15/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
6/16/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered* ☐ ☐		6/16/16	
6/16/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/16/16		Yes ☐ No ☐ Not required if blanket resolution
6/17/16	County Attorney	*CA RE & Insurance Verification* ☑	6/17/16		
6/17/16	County Attorney	*CA Approval as to form* ☑	6/17/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JUN 20 P 1:50

PR5254 (1/06)

Contract ID#: CQPK16000063

Department: Parks, Rec & Museums

Contract Summary

Description: CBS FM's Fresh in the Park at Lakeside Theatre, Eisenhower Park, NY

Purpose: The contractor will present, produce and manage the professional musical performance of the production of Fresh in the Park at Lakeside Theatre, Eisenhower Park on July 23, 2016 from 7:30pm-9:30pm for the residents of Nassau County.

Method of Procurement: . CBS Radio, Inc. has been a valuable partner in the Lakeside Theatre Summer Concert series for over 15 years, bringing premier acts to this Eisenhower Park venue at a fraction of the cost. To our knowledge, no other municipal theatre enjoys this arrangement. Fresh in the Park has grown over the years and now attracts over 5,000 from a demographic which is rare in our audiences, ages 18 to 30. CBS works closely with the major recording labels and showcases those who are slated for intense promotion by the record labels and are destined for gold status and Grammy recognition. Often we see the artists who graced our stage the previous summer accepting the music industry's most prestigious awards in later months. Our budget cannot sustain the engagement of the contemporary artists that this show features. To produce this show ourselves would involve a financial commitment of over $100,000.00.

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance 2 hour duration on July 23, 2016 from 7:30pm-9:30pm at Lakeside Theatre. Total cost: $24,900.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $24,900.00

Contract processing fee - $160.00 (copy attached)

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: GRT	9700
Object: de	500
Transaction:	

Pk97x5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$24,900.00
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE pk97	AMOUNT
1	Pkgrt9700othde500x5	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

APPROVED:
INSURANCE SECTION

Document Prepared By: L. Rosenthal Date: 6/15/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

CQPK16000006

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. **Vendor:** CBS Radio, Inc.

2. **Dollar amount requiring NIFA approval:** $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** 5/1/16-12/31/16

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. **Funding Source:**

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To provide a musical performance of Fresh in the Park at Lakeside Theatre, Eisenhower Park, on July 23, 2016 from 7:30pm-9:30pm.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

CQPK#15000080-$24,900.00
CAPK#15000081-$24,900.00

CQPK1600006

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon — 6/15/16

Signature | Title | Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

____ I certify that the bonding for this contract has been approved by NIFA.

____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CBS RADIO, INC.

WHEREAS, the County has negotiated a personal services agreement with CBS Radio, Inc. to obtain and promote the event "Fresh in the Park", a musical performance, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with CBS Radio, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: CBS, Radio, Inc.

CONTRACTOR ADDRESS: 345 Hudson St., 10th Fl., New York, NY 10014

FEDERAL TAX ID #: 134142467

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☒ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/18/16

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 15, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
CBS Radio, Inc.
Re: July 23, 2016: Fresh in the Park

The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

CBS Radio, Inc. has been a valuable partner in the Lakeside Theatre Summer Concert series for over 15 years, bringing premier acts to this Eisenhower Park venue at a fraction of the cost. To our knowledge, no other municipal theatre enjoys this arrangement. Fresh in the Park has grown over the years and now attracts over 5,000 from a demographic which is rare in our audiences, ages 18 to 30. CBS works closely with the major recording labels and showcases those who are slated for intense promotion by the record labels and are destined for gold status and Grammy recognition. Often we see the artists who graced our stage the previous summer accepting the music industry's most prestigious awards in later months. Our budget cannot sustain the engagement of the contemporary artists that this show features.

In addition, the cost to the County is often less than 25% of the total monetary commitment of the radio station, including artists' fees, on-air promotion and production and management of the show.

If this contract is not approved, Nassau County will lose two of its most popular and successful Lakeside Theatre shows, second only in attendance and popularity to the TD Bank Fireworks. The CBS Radio Marketing Director has shared that many in his department are lobbying to bring these shows to the Jersey Shore, but he is steadfast as he recognizes the value to our residents, as he is one himself. This is a much anticipated show, but once we lose it, it will not return. To produce this show ourselves would involve a financial commitment of over $100,000.

These services cannot be provided by any staff currently employed by the County. Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN:cag

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/23/16

Vendor: CBS RADIO

Signed:

Print Name: Frank Iemmi

Title: Director of Marketing

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Marc Kaufman
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 345 Hudson St 10014-3
   City/state/zip NY NY 10014
   Telephone 212 352 2400
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 7/20/90 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO / YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO / YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO / YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO / YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO / YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO / YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO / YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO / YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO / YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO / YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ___ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ___ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ___ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ___ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc Rayfield, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of June 2016

Notary Public

TRISHA COUSINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6328102
Qualified in Queens County
My Commission Expires July 27, 2019

Name of submitting business: _____

By: Marc Rayfield
Print name

Signature

SVP/MM
Title

6/15/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 6/14/2016

1) Proposer's Legal Name: CBS RADIO Inc.

2) Address of Place of Business: 345 Hudson Street, 10th Floor New York, NY 10014

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone: 212-830-3759

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 13-4-2967

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

_____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details._____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arrises, I inform the county of the possible conflict and allow the county determine if an actual conflict exists.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See Attached

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Madison Square Garden

Contact Person Jules Mannino

Address 2 Penn Plaza

City/State New York NY

Telephone _____

Fax # _____

E-Mail Address _____

Company Barclays Center

Contact Person Kristin Connally

Address 15 metro Tech Center, 19th Floor

City/State Brooklyn, NY

Telephone

Fax #

E-Mail Address

Company Yankee Stadium Attn: William Pabasco

Contact Person 1 East 161st Street

Address Bronx NY 10451

City/State

Telephone

Fax #

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mario Rayfield, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of June 2016

Trisha Cousins
Notary Public

TRISHA COUSINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6328102
Qualified In Queens County
My Commission Expires July 27, 2019

Name of submitting business: _____

By: Mario Rayfield
Print name

Signature

SVP/MM
Title

6/14/16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CBS RADIO

Address: 345 Hudson St

City, State and Zip Code: NY NY 10014

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

See attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1 above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

see attached

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/23/16

Signed:

Print Name: Frank Fennuti

Title: Director of marketing

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **CBS Radio, Inc.**, with offices at 345 Hudson Street, 10th Floor, New York, NY 10014 (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2016 and shall terminate on December 31, 2016, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Promoter is hereby retained by the County to obtain, promote and present **"Fresh FM Fresh in the Park"** talent to be determined (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park; to be held on July 23, 2016, from 7:30 p.m. to 9:30 p.m. (the "Program"), including set-up. The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performer fails to appear as stated herein.

(b) The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance. The Promoter shall actively promote the Performance, including on-air promotions.

(c) The County shall supply venue stage, sound, lighting and reasonable hospitality (per invoice). As it pertains to the parties to this Agreement, the County shall be obligated to provide staffing for the Event, including necessary security and medical personnel,

payment of all bills in connection with the Event, except those of Promoter pursuant to Section 2 (b) and securing any licenses and/or permits required to conduct the Event.

(d) At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

(e) The Program also includes the presence of and use of displays by the Promoter at the Lakeside Theatre "Movie Nights".

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Twenty-Four Thousand Nine Hundred Dollars** ($24,900.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($12,450.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment of $12,450.00 shall be payable to the Promoter and shall be paid after the completion of the Program. In the event the Program is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review,

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any

threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) County and the Department shall indemnify, defend, and hold harmless the promoter, its affiliates and their respective officers, directors, employees, agents and representatives, and the successors and assigns of any of them (the "Indemnified Party"), from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, to the extent arising out of or resulting from (a) any breach by the indemnifying party of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) any failure of the indemnifying party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of the indemnifying party, including its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party..

(f) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an

additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
CBS Radio, Inc.
345 Hudson Street, 10th Floor

New York, NY 10014

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional insured
For a musical performance – Talent to be determined and Promoter presence/displays at
Lakeside Theatre's "Movie Night"
Date: July 23, 2016 & Summer Season
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter: This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the

termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date first above written.

CBS RADIO, INC.

By: _____
Name: _____
Title: SVP
Date: 4/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the 25 day of April in the year 2016 before me personally came Marc Leghisi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; and that he or she signed his or her name hereto and has executed the above instrument.

Trisha Cousins
NOTARY PUBLIC

TRISHA COUSINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6328102
Qualified in Queens County
My Commission Expires July 27, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ___ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

   Marc Rayfield (Name)

   345 Hudson Street, New York, NY 10014 (Address)

   212-352-2400 (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee ~~has~~ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ~~has~~ has not been commenced against

or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4-25-16
Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this
25 day of April, 2016

Notary Public

TRISHA COUSINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6328102
Qualified in Queens County
My Commission Expires July 27, 2019

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

File Copy
Accounts Office

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2014

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-09553

CBS CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE	04-2949533
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

51 W. 52nd Street
New York, NY 10019
(212) 975-4321
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Class A Common Stock, $0.001 par value	New York Stock Exchange
Class B Common Stock, $0.001 par value	New York Stock Exchange
7.625% Senior Debentures due 2016	NYSE MKT

Securities Registered Pursuant to Section 12(g) of the Act:
None
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer (as defined in Rule 405 of the Securities Act of 1933). Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer, or smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). Yes ☐ No ☒

As of June 30, 2014, which was the last business day of the registrant's most recently completed second fiscal quarter, the market value of the shares of CBS Corporation Class A Common Stock, $0.001 par value ("Class A Common Stock"), held by non-affiliates was approximately $489,547,031 (based upon the closing price of $62.10 per share as reported by the New York Stock Exchange on that date) and the market value of the shares of CBS Corporation Class B Common Stock, $0.001 par value ("Class B Common Stock"), held by non-affiliates was approximately $32,274,761,558 (based upon the closing price of $62.14 per share as reported by the New York Stock Exchange on that date); and the aggregate market value of the shares of both Class A Common Stock and Class B Common Stock held by non-affiliates was $32,764,308,589.

As of February 10, 2015, 37,826,904 shares of Class A Common Stock and 459,445,346 shares of Class B Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of CBS Corporation's Notice of 2015 Annual Meeting of Stockholders and Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended (the "Proxy Statement") (Portion of Item 5; Part III).

PART I

Item 1. ***Business.***

CBS Corporation (together with its consolidated subsidiaries unless the context otherwise requires, the "Company" or "CBS Corp.") is a mass media company with operations in the following segments:

- ENTERTAINMENT: The Entertainment segment is composed of the *CBS*® Television Network; CBS Television Studios; CBS Global Distribution Group (composed of CBS Studios International and CBS Television Distribution); CBS Interactive®; and CBS Films®.
- CABLE NETWORKS: The Cable Networks segment is composed of Showtime Networks, which operates the the Company's premium subscription program services, *Showtime*®, *The Movie Channel*®, and *Flix*®; *CBS Sports Network*®, the Company's cable network focused on college athletics and other sports; and Smithsonian Networks™, a venture between Showtime Networks and Smithsonian Institution, which operates *Smithsonian Channel*™, a basic cable program service.
- PUBLISHING: The Publishing segment is composed of Simon & Schuster, which publishes and distributes consumer books under imprints such as *Simon & Schuster*®, *Pocket Books*®, *Scribner*® and *Atria Books*®.
- LOCAL BROADCASTING: The Local Broadcasting segment is composed of CBS Television Stations, the Company's 30 owned broadcast television stations; and *CBS Radio*®, through which the Company owns and operates 117 radio stations in 26 United States ("U.S.") markets.

For the year ended December 31, 2014, contributions to the Company's consolidated revenues from its segments were as follows: Entertainment 60%, Cable Networks 16%, Publishing 6% and Local Broadcasting 20%. The Company generated approximately 13% of its total revenues from international regions in 2014. For the year ended December 31, 2014, approximately 52% and 13% of total international revenues of approximately $1.79 billion were generated in Europe and Canada, respectively.

The Company operates businesses which span the media and entertainment industries, including the CBS Television Network, cable networks, content production and distribution, television and radio stations, Internet-based businesses, and consumer publishing. The Company's principal strategy is to create and acquire premium content that is widely accepted by audiences, and to generate both advertising and non-advertising revenues from the distribution of this content on multiple media platforms and to various geographic locations. The Company is increasing its investment in both Company-owned and acquired premium content to enhance its opportunities for revenue growth, which include exhibiting its content on digital and other platforms through licensing and subscription services; expanding the distribution of its content internationally; and securing compensation from multichannel video programming distributors ("MVPDs"), including cable, direct broadcast satellite ("DBS"), telephone company, and other distributors, for authorizing the MVPDs' carriage of the Company's owned television stations (also known as "retransmission fees") and cable networks, and securing compensation from television stations affiliated with the CBS Television Network ("station affiliation fees" also known as "reverse compensation"). The Company also seeks to grow its advertising revenues by monetizing all content viewership as industry measurements evolve to reflect viewers' changing habits.

On April 2, 2014, CBS Outdoor Americas Inc. ("Outdoor Americas"), which was previously a subsidiary of the Company and has been renamed Outfront Media Inc., completed an initial public offering through which it sold approximately 19%, of its common stock and, on July 16, 2014, the Company disposed of its approximately 81% ownership of Outdoor Americas through a tax-free split-off. During 2013, the Company completed the sale of its outdoor advertising business in Europe ("Outdoor Europe"). Outdoor Americas and Outdoor Europe have been presented as discontinued operations in the Company's consolidated financial statements for all periods presented.

The Company competes with many different entities and media in various markets worldwide. In addition to competition in each of its businesses, the Company competes for opportunities in the entertainment business with other diversified entertainment companies such as The Walt Disney Company, NBCUniversal Media, LLC, Twenty-First Century Fox, Inc., Time Warner Inc., Cumulus Media Inc. and iHeartMedia, Inc.

As of December 31, 2014, National Amusements, Inc. ("NAI"), a closely held corporation that owns and operates approximately 945 movie screens in the U.S., the United Kingdom ("U.K.") and South America and manages 4 movie screens in South America, directly or indirectly owned approximately 79.6% of the Company's voting Class A Common Stock, and approximately 7.8% of the Company's Class A Common Stock and Class B Common Stock on a combined basis. Owners of the Company's Class A Common Stock are entitled to one vote per share. The Company's Class B Common Stock does not have voting rights. NAI is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. Sumner M. Redstone, the controlling shareholder of NAI, is the Executive Chairman of the Board of Directors and Founder of the Company.

The Company was organized in Delaware in 1986. The Company's principal offices are located at 51 W. 52nd Street, New York, New York 10019. Its telephone number is (212) 975-4321 and its Website address is www.cbscorporation.com.

CBS CORP. BUSINESS SEGMENTS

Entertainment (60%, 62% and 60% of the Company's consolidated revenues in 2014, 2013 and 2012, respectively, and 45%, 53% and 50% of the Company's consolidated operating income in 2014, 2013 and 2012, respectively)

The Entertainment segment consists of the CBS Television Network; CBS Television Studios and CBS Global Distribution Group (composed of CBS Studios International and CBS Television Distribution), the Company's television production and syndication operations; CBS Interactive, the Company's online content networks for information and entertainment; and CBS Films, the Company's producer and distributor of theatrical motion pictures.

Television Network. The CBS Television Network through CBS Entertainment™, CBS News® and CBS Sports® distributes a comprehensive schedule of news and public affairs broadcasts, sports and entertainment programming to more than 200 domestic affiliates reaching throughout the U.S., including 16 of the Company's owned and operated television stations, and to affiliated stations in certain U.S. territories.

The CBS Television Network primarily derives revenues from the sale of advertising time for its network broadcasts. A significant portion of the advertising spots sold for the network's non-sports programming occurs annually generally during May through July in the industry's upfront advertising market for the upcoming television broadcast season, which runs for one year generally commencing in mid-September. Advertisers purchase the remaining advertising spots closer to the broadcast of the related programming in the scatter advertising market. Overall advertising revenue for the network is also impacted by audience ratings for its programming. The Company offers dynamic advertising insertions for the CBS Television Network's on demand programming, which allow the Company to change advertisements at any time within such programming and offer advertisers greater audience reach. In addition, the CBS Television Network's revenues include station affiliation fees.

CBS Entertainment is responsible for acquiring or developing and scheduling the entertainment programming presented on the CBS Television Network, which includes primetime comedy and drama series, reality-based programming, specials, children's programs, daytime dramas, game shows and late-night programs. CBS News operates a worldwide news organization, providing the CBS Television Network and the CBS Radio Network™ with regularly scheduled news and public affairs broadcasts, including *60 Minutes*, *48 Hours Mystery*, *CBS Evening News with Scott Pelley*, *CBS This Morning*, *CBS Sunday Morning* and *Face the Nation* as well as special reports. CBS News also provides CBS Newspath®, a television news syndication service that offers daily news coverage, sports highlights and news features to the CBS Television Network affiliates and other subscribers worldwide. CBS Sports broadcasts include *The NFL Today*, certain games from the NCAA Division I Men's Basketball Tournament, the PGA Golf Tour, Masters Tournament and PGA Championship, regular-season college football and basketball games on network

television, in addition to the NFL's American Football Conference (AFC) regular-season, post-season divisional playoff and championship games. CBS broadcast the AFC in the 2014 season and has rights to broadcast the AFC through the 2022 season, including certain National Football Conference regular season games and the Super Bowls in 2016, 2019 and 2022. In February 2014, the Company announced an agreement with the NFL to produce and broadcast Thursday Night Football for the 2014 season, which, in January 2015, was extended for the 2015 season. CBS Television Network content also is exhibited via the Internet, including through CBS.com, *CBS All Access*™, a digital subscription streaming service, which the Company launched in October 2014, and *CBSN*, a live streaming digital advertiser-supported news network available 24 hours a day, seven days a week, which the Company launched in November 2014.

The CW, a broadcast network and the Company's 50/50 joint venture with Warner Bros. Entertainment, airs programming, including *The Vampire Diaries, Jane the Virgin, Reign* and *America's Next Top Model*. Eight of the Company's owned television stations are affiliates of The CW. Certain of The CW's programming is streamed on video-on-demand services owned by each of Hulu, LLC and Netflix, Inc. pursuant to license agreements.

Television Production and Syndication. CBS Television Studios and CBS Global Distribution Group produce, acquire and/or distribute programming worldwide, including series, specials, news and public affairs, and generate revenue principally from the licensing and distribution of such programming. The programming is produced primarily for broadcast on network television, exhibition on basic cable and premium subscription services or distribution via first-run syndication. First-run syndication is programming exhibited on television stations without prior exhibition on a network or cable service. The Company subsequently distributes programming after its initial exhibition on a network, basic cable network or premium subscription service for domestic exhibition on television stations, cable networks or video-on-demand services (known as "off-network syndicated programming"). Off-network syndicated programming and first-run syndicated programming distributed domestically, as well as programming distributed internationally, can sometimes be sold in successive cycles of sales known as "first cycle," "second cycle" sales, and so on, which may occur on exclusive or non-exclusive bases. Generally, license fees may decrease with successive sales cycles due to increased program exhibitions.

Programming that was produced or co-produced by the Company's production group and is broadcast on network television includes, among others, *CSI: Crime Scene Investigation* (CBS), *NCIS* (CBS), *The Good Wife* (CBS), *Madam Secretary* (CBS) and *Scorpion* (CBS). Generally, a network will license a specified number of episodes for broadcast on the network in the U.S. during a license period. Remaining distribution rights, including international and/or off-network syndication rights, are typically retained by the Company or, in the case of co-productions, distribution rights are shared with the co-producer for U.S. or international markets. The network license fee for a series episode is normally lower than the costs of producing the episode; however, the Company's objective is to recoup its costs and earn a profit through various forms of distribution, including international licensing, domestic syndication and digital streaming of episodes. International sales of network series are generally made within one year of the U.S. network run, although, increasingly, this time frame is being shortened. Generally, a series must have a network run of at least three or four years to be successfully sold in domestic off-network syndication. In off-network syndication, the Company distributes series such as *Hawaii Five-O, Criminal Minds, Blue Bloods, The Good Wife, NCIS* and *NCIS: Los Angeles* as well as a library of older television programs. The Company also produces and/or distributes first- run syndicated series such as *Wheel of Fortune, Jeopardy!, Entertainment Tonight, Inside Edition, The Insider, Dr. Phil , Rachael Ray, Hot Bench* and *Judge Judy*. The Company also distributes syndicated and other programming internationally.

The Company continues to monetize its content through digital media. It enters into and renews numerous multi-year licensing agreements for distribution of certain of its programming to various services, including the digital streaming on subscription video-on-demand services owned by Netflix (in the U.S., Canada, countries in Europe and Latin America), Amazon (in the U.S., Germany and the U.K.), Comcast, Hulu, Hulu Plus (each, in the U.S.), Nippon TV (in Japan), DLA (in countries in Latin America and the Caribbean), Canal Play (in France), Telefonica (in Spain), StreamCo, Foxtel (each, in Australia), Bell Media, Shomi (each, in Canada) and Telecom NZ (in New Zealand), among others; and the digital downloading on various electronic-sell-through services owned by Apple (in the U.S., Canada, Australia and countries in Europe), Amazon (in the U.S., Germany and the U.K.), Google and Microsoft

(each, in the U.S.), among others. In October 2014, the Company and Sony Network Entertainment International LLC entered into an agreement for certain of the Company's programming to be exhibited on Sony's broadband pay television service, PlayStation Vue.

Fees for television programming licensed for syndication and digital streaming are recorded as revenues at the beginning of the license period in which the programs are made available for exhibition, which, among other reasons, may cause substantial fluctuations in the Entertainment segment's operating results. Unrecognized revenues attributable to such license agreements were $1.02 billion and $1.14 billion at December 31, 2014 and December 31, 2013, respectively.

The Company has a global channel presence through domestic and international joint ventures. The Company owns a 50% interest in a joint venture with Lionsgate, which owns and operates the entertainment cable network, POP™ (formerly known as TVGN, TV Guide Network). The Company owns a 49% interest in a joint venture with a subsidiary of AMC Networks Inc., which owns and operates six cable and satellite channels in the U.K. and Ireland, including *CBS Action*™, *CBS Drama*™ and *CBS Reality*™. The Company also owns a 30% interest in a joint venture with another subsidiary of AMC Networks, which owns and operates nine cable and satellite channels in Europe, the Middle East and Africa broadcasting CBS programming and branded as *CBS Action*™, *CBS Drama*™, *CBS Reality*™ and *CBS Europa*™. In Australia, the Company owns an approximately 33% interest in a joint venture with a subsidiary of Ten Network Holdings Limited to provide content to *ELEVEN*™, a digital television channel service. The Company owns a 30% interest in a joint venture with RTL Group, which owns and operates two cable channels in Southeast Asia in English and local languages: *RTL CBS Entertainment*™ and *RTL CBS Extreme*™.

CBS Interactive. CBS Interactive is one of the leading global publishers of premium content on the Internet. CBS Interactive was ranked among the top Internet properties in the world according to comScore Media Metrix, December 2014. CBS Interactive's leading brands, including *CNET*, *CBS.com*, *CBSSports.com*, *GameSpot*, *TVGuide.com*, *TV.com*, *CBSNews.com*, *ZDNet*, *Last.fm*, and *MetroLyrics.com*, among others, serve targeted audiences with text, video, audio, and mobile content spanning technology, entertainment, sports, news, business, gaming and music categories. In addition to its U.S.-based business, CBS Interactive operates in Asia, Australia and Europe. CBS Interactive's worldwide brands reached approximately 294 million unique monthly visitors during December 2014 according to comScore Media Metrix, December 2014.

CBS Interactive generates revenue principally from the sale of advertising and sponsorships, in addition to fees derived from search and commerce partners, licensing fees, subscriptions, e-commerce activities, and other paid services. Advertising spending on the Internet, as in traditional media, fluctuates significantly with economic conditions. In addition, online marketing spending follows seasonal consumer behavior throughout the calendar year to reflect trends during the calendar year.

CBS Interactive owns and operates digital properties, including: *CNET*, one of the preeminent Websites for technology and consumer electronics information and featuring news, reviews, downloads and instructional and entertaining video and audio shows about technology; *CNET en Espanol*, which delivers CNET.com's information in the U.S. to Spanish speakers; *TVGuide Digital*, which provides comprehensive information about television programming; *GameSpot*, a leading gaming information Website providing video game reviews and previews, news, eSports, Webcasts, videos, and game downloads; *CBSSports Digital*, which provides sports content, fantasy sports, community and e-commerce features, and also owns and which operates *MaxPreps*; *Last.fm*, which is a music recommendation, discovery and social networking site; *MetroLyrics.com*, which is one of the most popular databases for song lyrics online; and *TV.com*, which is a destination for entertainment and community around television where visitors can watch videos and discuss and obtain information about television shows across all networks.

CBS Interactive also operates *CBS.com*, the online destination for CBS Television Network programming. Further extending the *CBS.com* experience, the Company offers a CBS software application (or "app") offering on-demand streaming of various programs from the Company's current network programming and library to Android, iPhone, iPad and Windows 8 users. In October 2014, the Company launched *CBS All Access*, a digital subscription streaming service offering a more extensive on-demand selection of CBS Television Network content as well as the ability to

stream live programming from local CBS Television Stations in 14 markets as of February 1, 2015. *CBS All Access* is available at CBS.com and on mobile devices through the CBS App for iOS and Android. In November 2014, the Company launched *CBSN*, a live streaming digital advertiser-supported news network available 24 hours a day, seven days a week. *CBSN* is available at CBSNews.com, on devices through its mobile Website, the CBS News App for iOS and Windows 8 and through Internet-connected television platforms, including Roku, Apple TV and Amazon Fire TV. Through the *CBS Audience Network*™, the Company delivers video content from its Websites and television, radio and affiliated stations under an advertiser-supported distribution model to third-party Websites. The growing slate of the Company's content available online includes full episodes, clips and highlights based on CBS, CBS Sports Network and Showtime Networks programming as well as original made-for-the-Web content.

CBS Films. CBS Films produces, acquires and distributes theatrical motion pictures across all genres. The budget for each picture is intended to be up to $50 million plus advertising and marketing costs at a level consistent with industry custom. The majority of motion pictures produced or acquired by CBS Films is intended for a wide, commercial theatrical release, similar to motion pictures typically produced and released by major studios. CBS Films' theatrical releases in 2014 were *What If, Pride, Gambit* and *Afflicted.*

In general, motion pictures produced or acquired by CBS Films are exhibited theatrically in the U.S. and internationally, followed by exploitation via home entertainment (including DVDs and Blu-ray Discs and electronic rental and sell-through), video-on-demand, pay-per-view, pay television, free television and basic cable, digital media outlets and, in some cases, other channels such as airlines and hotels. CBS Films exploits its motion pictures (including certain ancillary rights, such as licensing and merchandising) and generates revenues in all media in the relevant release windows either directly, through affiliated CBS entities, or via third party distribution arrangements, including CBS Films' multi-year agreement with Lions Gate Films, which was entered into in November 2014, for Lions Gate Films to distribute CBS Films' new wide-release motion pictures in all media, except U.S. pay television.

Entertainment Competition.

Television Network. The television broadcast environment is highly competitive. The principal methods of competition in broadcast television are the development and acquisition of popular programming and the development of audience interest through programming and promotion, in order to sell advertising at profitable rates. Broadcast networks like CBS compete for audience, advertising revenues and programming with other broadcast networks such as ABC, FOX, NBC, The CW and MyNetworkTV, independent television stations, cable program services as well as other media, including DVDs and Blu-ray Discs, digital program services, print and the Internet. In addition, the CBS Television Network competes with the other broadcast networks to secure affiliations with independently owned television stations in markets across the country, which are necessary to ensure the effective distribution of network programming to a nationwide audience.

Television Production and Syndication. As a producer and distributor of programming, the Company competes with studios, television production groups, and independent producers and syndicators such as Disney, Fox, NBCUniversal, Sony and Warner Bros. to produce and sell programming both domestically and internationally. The Company also competes to obtain creative talent and story properties which are essential to the success of all of the Company's entertainment businesses.

CBS Interactive. CBS Interactive competes with a variety of online properties for users, advertisers, and partners, including the following: general purpose portals such as AOL, MSN and Yahoo!, especially as these properties expand their content offerings; search engines such as Google, Yahoo! and Bing; online comparison shopping and retail properties, including Amazon.com; vertical content sites in the categories that CBS Interactive's brands serve, such as technology, gaming, music, news, business, food, and lifestyle focused Websites; other content sites such as Hulu, HBO GO and ESPN.com as well as major television broadcast company Websites; and platforms such as blogs, podcasts and video properties. CBS Interactive also competes for users and advertisers with diversified media companies that provide both online and offline content, including magazines, cable television, network television, radio and newspapers.

CBS Films. Motion picture production and distribution is a highly competitive business. During the life cycle of the development and production of a motion picture project, CBS Films must compete for the rights to compelling underlying source material and talent such as writers, producers, directors, on-screen performers and other creative personnel. CBS Films must also compete with other buyers for the acquisition of third-party produced motion pictures. Once a motion picture is completed or acquired, CBS Films must compete with numerous other motion pictures produced and/or distributed by various studios and independent producers including Paramount Pictures Corporation, Walt Disney Studios Motion Pictures, Warner Bros. Entertainment Inc., Lions Gate Entertainment, The Weinstein Company, Relativity Media, Metro-Goldwyn-Mayer Studios Inc. and Lakeshore Entertainment Group, among others, for audience acceptance as well as limited exhibition outlets across all of the relevant release windows. In addition, the ultimate consumer has many options for entertainment other than motion pictures including video games, sports, travel, outdoor recreation, the Internet, and other cultural and computer-related activities.

Cable Networks (16%, 15% and 14% of the Company's consolidated revenues in 2014, 2013 and 2012, respectively, and 34%, 29% and 28% of the Company's consolidated operating income in 2014, 2013 and 2012, respectively)

The Cable Networks segment is composed of Showtime Networks, which operates the Company's premium subscription program services; *CBS Sports Network*, the Company's cable network focused on college athletics and other sports; and Smithsonian Networks, a venture with Smithsonian Institution, which operates *Smithsonian Channel.*

Showtime Networks. Showtime Networks owns and operates three commercial-free, premium subscription program services in the U.S.: *Showtime*, offering original series, recently released theatrical feature films, documentaries, boxing and other sports-related programming, and special events; *The Movie Channel*, offering recently released theatrical feature films and related programming; and *Flix*, offering theatrical feature films primarily from the last several decades. At December 31, 2014, *Showtime, The Movie Channel* and *Flix*, in the aggregate, had approximately 76 million subscriptions in the U.S., certain U.S. territories and Bermuda.

Showtime Networks also owns and operates multiplexed channels of *Showtime* and *The Movie Channel* in the U.S. which offer additional and varied programming choices. Showtime Networks makes versions of *Showtime, The Movie Channel* and *Flix* available "on demand," enabling subscribers to watch individual programs at their convenience. Showtime Networks also makes available *Showtime Anytime®*, an authenticated version of *Showtime*, which can be accessed on computers via *showtimeanytime.com* or via certain Internet-connected devices through a *Showtime Anytime* app free of charge to *Showtime* subscribers as part of their *Showtime* subscription through participating Showtime Networks' distributors. Through *Showtime Anytime*, *Showtime* subscribers can view hundreds of hours of on demand programming as well as live telecasts of the east and west coast feeds of *Showtime.* Showtime Networks additionally operates the Website *SHO.com* and various apps, which promote *Showtime, The Movie Channel* and *Flix* programming, and provide information and entertainment and other services.

Showtime Networks derives revenue principally from the license of its program services to numerous MVPDs, with a substantial portion of such revenue coming from three of the largest such distributors. The costs of acquiring exhibition rights to programming and producing original series are the principal expenses of Showtime Networks. Showtime Networks enters into commitments to acquire rights, with an emphasis on acquiring exclusive rights for *Showtime* and *The Movie Channel*, from motion picture studios and other distributors typically covering the U.S. and Bermuda for varying durations, including exclusive motion picture output agreements with CBS Films, Buena Vista Pay Television, a subsidiary of The Walt Disney Company (for certain DreamWorks motion pictures), The Weinstein Company, Open Road Films and STX Entertainment. Showtime Networks' original series in 2014 included *Homeland, Ray Donovan, Masters of Sex, The Affair, Penny Dreadful, Shameless, Nurse Jackie, House of Lies* and *Episodes*, among others. Showtime Networks also telecasts various sports-related programs, including *Inside the NFL, 60 Minutes Sports* and *Jim Rome on Showtime.* Showtime Networks has entered into and may from time to time enter into co-financing, co-production and/or distribution arrangements with other parties to reduce the net cost to Showtime Networks for its original programming. In addition, Showtime Networks derives revenue by licensing rights it retains in certain of its original programming. Showtime Networks and its corporate affiliate(s) enter into licensing arrangements with television networks, Internet content distributors, such as Netflix, iTunes and Amazon, and/or other

media companies for the exhibition of certain *Showtime* original programming domestically and in various international territories, including Canada under an output agreement entered into with Bell Media Inc. in January 2015. Showtime Networks also produces and/or provides special events to licensees on a pay-per-view basis through *Showtime PPV®*, including in 2014, two Floyd Mayweather championship boxing matches.

Showtime Networks also owns a majority of and manages Smithsonian Networks, a venture with Smithsonian Institution, which operates *Smithsonian Channel*, a basic cable service in the U.S., featuring programs of a cultural, historical, scientific and educational nature. Smithsonian Networks offers a companion on-demand version, makes *Smithsonian Channel* content available on an authenticated basis to certain distributors in the U.S. and licenses *Smithsonian Channel* content outside of the U.S., including to Blue Ant Television Ltd. in connection with *Smithsonian Channel* in Canada. Smithsonian Networks also operates the Website *SmithsonianChannel.com* and various apps, which promote *Smithsonian Channel* programming and provide information and entertainment services.

CBS Sports Network. CBS Sports Network is a 24 hours a day, seven days a week cable program service that provides sports and related content, with a strong focus on college sports. The network televises over 580 live professional, amateur, semi-professional and collegiate events annually, highlighted by Division I college football, basketball, hockey and lacrosse, as well as professional bull riding (PBR), professional lacrosse (MLL), arena football (AFL) and various styles of motor sports events (including asphalt, dirt, and off road racing). In addition, the network showcases a variety of original programming, including documentaries, features and , studio shows, highlighted by *That Other Pre-Game Show (TOPS), NFL Monday QB, Inside College Basketball, Inside College Football,* and a new show featuring a first of its kind all-female panel, *We Need to Talk*. CBS Sports Network also provides ancillary coverage for CBS Sports relating to major events such as the NCAA Division I Men's Basketball Tournament, Masters Tournament and PGA Championship, and for Showtime Networks relating to Showtime Championship Boxing. CBS Sports Network produces weekday simulcasts of the radio shows *Boomer and Carton* and *The Doug Gottlieb Show*. Further, CBS Sports Network televises a diverse slate of additional programming under the *CBS Sports Spectacular™* brand, including mixed martial arts, skiing, bowling, horse racing, volleyball, cheerleading and skate boarding, among other events. CBS Sports Network had approximately 55 million subscribers as of December 31, 2014. The network derives its revenues from subscription fees and the sale of advertising. CBS Sports Network has secured carriage arrangements with the top MVPDs.

Cable Networks Competition.

Showtime Networks. Showtime Networks primarily competes with other providers of premium subscription program services in the U.S., including Home Box Office, Inc. and Starz, LLC. Competition among these premium subscription program services in the U.S. is dependent on: (i) the production, acquisition and packaging of original series and other original programming and the acquisition and packaging of an adequate number of recently released theatrical motion pictures; and (ii) the offering of prices, marketing and advertising support and other incentives to MVPDs for carriage so as to favorably position and package Showtime Networks' premium subscription program services to subscribers. In addition, Showtime Networks competes with non-traditional subscription programming services delivered via the Internet, such as Netflix and Amazon, for original programming, theatrical motion pictures and viewership. Showtime Networks also competes for programming, distribution and/or audiences with basic cable program services, broadcast television and other media, including DVDs and Blu-ray Discs, portable devices, video games and the Internet.

Smithsonian Networks competes for programming, distribution and/or audiences with non-fiction and other basic cable program services, including Discovery Channel, National Geographic Channel and History, as well as with broadcast television and other media, such as DVDs and Blu-ray Discs, portable devices and the Internet.

CBS Sports Network. CBS Sports Network principally competes with cable programming services, including other sports-oriented cable programming services, for distribution and license fee revenue among MVPDs, as well as for viewership and advertising revenue. The effects of consolidation among MVPDs and consumer pricing sensitivity have made it more difficult for niche channels to secure broad distribution in mainstream programming packages. In addition, the largest cable providers have created sports tiers for sports programming services which

have not, in many cases, achieved significant subscriber penetration or acceptance. CBS Sports Network continues its repositioning to be included in programming packages with more subscribers. Re-alignment of college athletic conferences and their member institutions may adversely impact CBS Sports Network's programming arrangements. CBS Sports Network also competes with cable programming services generally, including other sports programming services, such as ESPN, NBC Sports Network and the FOX Sports Networks, in acquiring the television and multimedia rights to sporting events, resulting in increased rights fees and increased production expenses.

The terms and favorable renewal of agreements with distributors for the distribution of the Company's subscription program services are important to the Company. The effects of consolidation among MVPDs and other marketplace factors make it more difficult to reach and maintain favorable terms and could have an adverse effect on revenues.

Publishing (6% of the Company's consolidated revenues in 2014, 2013 and 2012, respectively, and 3%, 4% and 3% of the Company's consolidated operating income in each of 2014, 2013 and 2012, respectively)

The Publishing segment consists of Simon & Schuster, which publishes and distributes consumer books in the U.S. and internationally.

Simon & Schuster publishes and distributes adult and children's consumer books in printed, digital and audio formats in the U.S. and internationally. Its digital formats include electronic books, and audio books. Simon & Schuster's major adult imprints include *Simon & Schuster*, *Pocket Books*, *Scribner*, *Atria Books*, *Gallery Books*®, *Touchstone*®, *Threshold Editions*™ and *Howard Books*®. Simon & Schuster's major children's imprints include *Simon Pulse*®, *Aladdin*®, *Atheneum Books for Young Readers*™ and *Simon & Schuster Books For Young Readers*™. Simon & Schuster also develops special imprints and publishes titles based on the products of certain CBS businesses as well as that of third parties and distributes products for other publishers. Simon & Schuster distributes its products directly and through third parties. Simon & Schuster also delivers content and promotes its products on its own Websites, general Internet sites as well as those linked to individual titles. Its created assets include online videos showcasing Simon & Schuster authors and new releases on YouTube, iTunes, Blinkx, AOL, SimonandSchuster.com and other sites as well as online video courses led by authors made available for sale to consumers. International publishing includes the international distribution of English-language titles through Simon & Schuster UK, Simon & Schuster Canada, Simon & Schuster Australia, Simon & Schuster India and other distributors, as well as the publication of local titles by Simon & Schuster Canada, Simon & Schuster UK and Simon & Schuster Australia.

In 2014, Simon & Schuster published 294 New York Times bestsellers in hardcover, paperback and electronic formats, collectively, including 29 New York Times #1 bestsellers. Best-selling titles in 2014 include *Hard Choices* by Hillary Rodham Clinton, *Revival* by Stephen King and *All the Light We Cannot See* by Anthony Doerr. Bestselling children's titles from Simon & Schuster include *City of Heavenly Fire* by Cassandra Clare, *Rush Revere and the First Patriots* by Rush Limbaugh and *Dork Diaries 7* by Rachel Renée Russell. *Simon & Schuster Digital*™, through *SimonandSchuster.com*, publishes original content, builds reader communities and promotes and sells Simon & Schuster's books over the Internet.

The consumer publishing marketplace is subject to increased periods of demand in the summer months and during the end-of-year holiday season. Major new title releases represent a significant portion of Simon & Schuster's sales throughout the year. Simon & Schuster's top two accounts drive a significant portion of its annual revenue. Consumer print books are generally sold on a fully returnable basis, resulting in the return of unsold books. In the domestic and international markets, the Company is subject to global trends and local economic conditions. In 2014, the sale of digital content represented approximately 26% of Simon & Schuster's revenues. The Company expects that electronic books will continue to represent a significant portion of Simon & Schuster revenues in the coming years.

Publishing Competition. The consumer publishing business is highly competitive and has been affected over the years by consolidation trends and electronic distribution methods and models. Mass merchandisers and on-line retailers are significant factors in the industry contributing to the general trend toward consolidation in the retail channel. The growth of the electronic book market has impacted print book retailers and wholesalers and could result in a reduction of these channels for the sales and marketing of the Company's books. In addition, unfavorable economic

conditions and competition may adversely affect book retailers' operations, including distribution of the Company's books. The Company must compete with other larger publishers such as Penguin Random House, Hachette and Harper Collins for the rights to works by authors and sales to retailers and customers. Competition is particularly strong for well-known authors and public personalities. In addition, technological changes have made it increasingly possible for authors to self-publish and have led to the development of new digital distribution models in which the Company's books must compete with the availability of both a larger volume of books as well as non-book content.

Local Broadcasting (20%, 19% and 22% of the Company's consolidated revenues in 2014, 2013 and 2012, respectively, and 28%, 27% and 31% of the Company's consolidated operating income in 2014, 2013 and 2012, respectively)

The Local Broadcasting segment is composed of CBS Television Stations, the Company's 30 owned broadcast television stations, and CBS Radio, through which the Company owns and operates 117 radio stations in 26 U.S. markets and related online properties. The Company operates local Websites in major U.S. markets, including New York, Los Angeles, Chicago, San Francisco and Dallas, which combine the Company's television and radio local media brands online to provide the latest news, traffic, weather, and sports information as well as local discounts, directories and reviews to serve the local community.

CBS Television Stations. The Company owns 30 broadcast television stations through its CBS Television Stations group, all of which operate under licenses granted by the Federal Communications Commission ("FCC") pursuant to the Communications Act of 1934, as amended (the "Communications Act"). The licenses are renewable every eight years. The Company's television stations are located in the 7 largest, and 15 of the top 20, television markets in the U.S. The Company owns multiple television stations within the same designated market area ("DMA") in 10 major markets. These multiple station markets are: New York (market #1), Los Angeles (market #2), Philadelphia (market #4), Dallas-Fort Worth (market #5), San Francisco-Oakland-San Jose (market #6), Boston (market #7), Detroit (market #12), Miami-Ft. Lauderdale (market #16), Sacramento-Stockton-Modesto (market #20), and Pittsburgh (market #22). This group of television stations enables the Company to reach a wide audience within and across geographically diverse markets in the U.S. The stations produce news and broadcast public affairs, sports and other programming to serve their local markets and offer CBS, The CW or MyNetworkTV programming and syndicated programming. The CBS Television Stations group principally derives its revenues from the sale of advertising time on its television stations. In addition, the CBS Television Stations group receives retransmission fees from MVPDs for authorizing the MVPDs' carriage of the Company's owned television stations. Substantially all of the Company's television stations operate Websites, many of which are combined with the Websites of the Company's radio stations in co-located markets, which promote the stations' programming and provide news, information, entertainment, and other services, through the CBS Local Digital Media group. These Websites principally derive revenues from the sale of advertising. The "Television Stations, Radio Stations and CBS Local Digital Media Websites" table below includes information with respect to these properties within top U.S. television markets and radio markets. In October 2014, the Company launched *CBS All Access*, a digital subscription streaming service offering an extensive on-demand selection of CBS Television Network content as well as the ability to stream live programming from local CBS Television Stations in 14 markets as of February 1, 2015. CBS Television Stations and Weigel Broadcasting plan to launch, in the second quarter of 2015, *DECADES*™, a new, national entertainment program service featuring classic television content, movies and original programming for local television stations' digital sub-channels, which utilize a local television station's available broadcast spectrum to provide a companion to that station's primary channel.

CBS Radio. The Company's radio broadcasting business operates through CBS Radio, one of the largest operators of radio stations in the U.S. CBS Radio owns and operates 117 radio stations serving 26 U.S. markets as of February 10, 2015. Virtually all of the Company's owned and operated radio stations are located in the 50 largest U.S. radio markets and approximately 77% in the 25 largest U.S. radio markets. Most of the Company's owned radio stations implement digital broadcasting. The Company's strategy generally is to operate radio stations in the largest markets and take advantage of the Company's ability to sell advertising across multiple markets and formats. *CBS Sports Radio Network* provides up to 24 hours a day, seven days a week of national sports programming to affiliated radio stations. The network has more than 300 affiliates across the country and Canada, including radio stations in all of the top 10 U.S. radio markets. Cumulus Media, as *CBS Sports Radio Network's* exclusive syndicator, is responsible

for securing radio station affiliates and for the network's advertising sales. The Company believes that it is favorably impacted by offering radio and television platforms in large markets. In December 2014, the Company completed a radio station swap with Beasley Broadcast Group, Inc. through which the Company exchanged 13 of its radio stations in Tampa and Charlotte and one radio station in Philadelphia, for two radio stations in Philadelphia and three radio stations in Miami.

CBS Radio's geographically dispersed stations serve diverse target demographics through a broad range of formats such as rock, classic hits/oldies, all-news, talk, Spanish language, adult contemporary, top 40/contemporary hit radio, urban, sports and country, and CBS Radio has established leading franchises in news, sports and personality programming. This diversity provides advertisers with the convenience of selecting stations to reach a targeted demographic or groups of stations to reach broad groups of consumers within and across markets and also reduces the Company's dependence on any single station, local economy, format or advertiser. At the same time, CBS Radio maintains substantial diversity in each market where its stations operate so that its stations can appeal to several demographic groups. CBS Radio's general programming strategies include employing popular on-air talent, some of whose broadcasts may be syndicated by CBS Radio using the services of a third party syndicator, broadcasting programming syndicated to it by others, acquiring the rights to broadcast sports play-by-play and producing and acquiring news content for its radio stations. The overall mix of each radio station's programming lineup is designed to fit the station's specific format and serve its local community.

The majority of CBS Radio's revenues are generated from the sale of local and national advertising. The major categories of radio advertisers include: automotive, retail, healthcare, telecommunications, insurance, fast food, beverage, movies and entertainment. CBS Radio is able to use the reach, diversity and branding of its radio stations to create unique division-wide marketing and promotional initiatives for major national advertisers of products and services. Advertising expenditures by advertisers fluctuate, which has an effect on CBS Radio's revenues.

Substantially all of the Company's radio stations operate Websites, many of which are combined with the Websites of the Company's television stations in co-located markets, which promote the stations' programming, and provide news, information and entertainment as well as other services. The "Television Stations, Radio Stations and CBS Local Digital Media Websites" table below includes information with respect to these properties within top U.S. television markets and radio markets. Also, CBS Radio operates Websites for its music radio stations. All of these Websites are part of the CBS Local Digital Media group and principally derive revenues from the sale of advertising. CBS Radio is one of the most listened to online radio providers according to Triton Digital's monthly Top 20 Ranker for November 2014.

Local Broadcasting Competition.

CBS Television Stations. Television stations compete for programming, on-air talent, audiences and advertising revenues with other stations and cable networks in their respective coverage areas and, in some cases, with respect to programming, with other station groups, and, in the case of advertising revenues, with other local and national media. The owned and operated television stations' competitive position is largely influenced by the quality of the syndicated programs and local news programs in time periods not programmed by the network; the strength of the CBS Television Network programming and, in particular, the viewership of the CBS Television Network in the time period immediately prior to the late evening news; and in some cases, by the quality of the broadcast signal.

CBS Radio. The Company's radio stations directly compete within their respective markets for audience, advertising revenues and programming with other radio stations, including those owned by other group owners such as Cumulus Media Inc., Emmis Communications Corporation, Entercom Communications Corp, iHeartMedia, Inc. and Radio One, Inc. The Company's radio stations, including their Internet and streaming activities, also compete with other media, such as broadcast, cable and DBS television, newspapers, magazines, direct mail, and the Internet, including services such as Pandora, Spotify and Rhapsody. The radio industry is also subject to competition from Sirius XM Holdings Inc., which provides digital audio services to subscribers.

The Company's television and radio stations face increasing competition from technologies such as audio and visual content delivered via the Internet, which create new ways for individuals to watch programming and listen to music and other content of their choosing while avoiding traditional commercial advertisements. Also, an increasingly broad adoption by consumers of portable digital devices could affect the ability of the Company's television and radio stations to attract audiences and advertisers.

Aggregate total revenues for the Company's radio stations for 2014 were ranked #1 or #2 in four of the top five U.S. markets by metro area population (New York, Los Angeles, Chicago, and San Francisco), according to the 2014 Market Total Revenues Performance Summary of Miller Kaplan Arase LLP.

Television Stations, Radio Stations and CBS Local Digital Media Websites

The following table sets forth information with regard to the Company's owned television stations, radio stations and related CBS Local Digital Media Websites, as of February 10, 2015, within top U.S. television and radio markets:

	Television			Radio			CBS Local Digital Media[1]
Market and Market Rank[2]	Stations	Type	Network Affiliation	Stations	AM/FM	Format	Websites
New York, NY	WCBS-TV	UHF	CBS	WCBS	AM	News	newyork.cbslocal.com
	WLNY-TV	UHF	Independent	WCBS	FM	Classic Hits	
#1—Television				WFAN	AM	Sports	
#1—Radio				WFAN	FM	Sports	
				WINS	AM	News	
				WBMP	FM	Top 40	
				WWFS	FM	Hot Adult Contemporary	
Los Angeles, CA[3]	KCAL-TV	VHF	Independent	KAMP	FM	Top 40	losangeles.cbslocal.com
	KCBS-TV	UHF	CBS	KCBS	FM	Adult Hits	
#2—Television				KNX	AM	News	
#2—Radio				KROQ	FM	Alternative	
				KRTH	FM	Classic Hits	
				KTWV	FM	Smooth Adult Contemporary	
Chicago, IL	WBBM-TV	VHF	CBS	WBBM	AM	News	chicago.cbslocal.com
				WBBM	FM	Top 40	
#3—Television				WCFS	FM	News	
#3—Radio				WJMK	FM	Classic Hits	
				WSCR	AM	Sports	
				WUSN	FM	Country	
				WXRT	FM	Adult Alternative	
Philadelphia, PA	KYW-TV	UHF	CBS	KYW	AM	News	philadelphia.cbslocal.com
	WPSG-TV	UHF	The CW	WIP	FM	Sports	
#4—Television				WOGL	FM	Classic Hits	
#8—Radio				WPHT	AM	News/Talk	
				WRDW	FM	Top 40	
				WXTU	FM	Country	
Dallas-Fort Worth, TX	KTVT-TV	UHF	CBS	KJKK	FM	Adult Hits	dallas.cbslocal.com
	KTXA-TV	UHF	Independent	KLUV	FM	Classic Hits	
#5—Television				KMVK	FM	Spanish	
#5—Radio				KRLD	AM	News	
				KRLD	FM	Sports	
				KVIL	FM	Hot Adult Contemporary	
San Francisco, CA	KPIX-TV	UHF	CBS	KCBS	AM	News	sanfrancisco.cbslocal.com
	KBCW-TV	UHF	The CW	KFRC	FM	News	
#6—Television				KITS	FM	Alternative	
#4—Radio				KLLC	FM	Hot Adult Contemporary	
				KMVQ	FM	Top 40	
				KZDG[4]	AM	Indian Talk/Music	

Boston, MA	WBZ-TV	UHF	CBS	WBMX	FM	Hot Adult Contemporary	boston.cbslocal.com
	WSBK-TV	UHF	MyNetworkTV	WBZ	AM	News	
#7—Television				WBZ	FM	Sports	
#10—Radio				WODS	FM	Top 40	
				WZLX	FM	Classic Rock	

Market and Market Rank[2]	Television			Radio			CBS Local Digital Media[3]
	Stations	Type	Network Affiliation	Stations	AM/FM	Format	Websites
Washington, D.C.				WIAD	FM	Hot Adult Contemporary	washington.cbslocal.com
				WJFK	AM	Sports	
#8—Television				WJFK	FM	Sports	
#7—Radio				WLZL	FM	Spanish	
				WNEW	FM	News	
				WPGC	FM	Rhythmic Top 40	
Atlanta, GA	WUPA-TV	UHF	The CW	WAOK	AM	News/Talk	atlanta.cbslocal.com
				WVEE	FM	Urban	
#9—Television				WZGC	FM	Sports	
#9—Radio							
Houston, TX				KHMX	FM	Hot Adult Contemporary	houston.cbslocal.com
				KIKK	AM	Sports	
#10—Television				KILT	AM	Sports	
#6—Radio				KILT	FM	Country	
				KKHH	FM	Top 40	
				KLOL	FM	Spanish	
Phoenix, AZ				KMLE	FM	Country	
				KOOL	FM	Classic Hits	
#11—Television				KZON	FM	Top 40	
#14—Radio							
Detroit, MI	WKBD-TV	UHF	The CW	WDZH	FM	Top 40	detroit.cbslocal.com
	WWJ-TV	UHF	CBS	WOMC	FM	Classic Hits	
#12—Television				WWJ	AM	News	
#12—Radio				WXYT	AM	Sports	
				WXYT	FM	Sports	
				WYCD	FM	Country	
Tampa-St. Petersburg, FL	WTOG-TV	UHF	The CW				tampa.cbslocal.com
#13—Television							
#19—Radio							
Seattle-Tacoma, WA	KSTW-TV	VHF	The CW	KFNQ	AM	Sports	seattle.cbslocal.com
				KJAQ	FM	Adult Hits	
#14—Television				KMPS	FM	Country	
#13—Radio				KZOK	FM	Classic Rock	
Minneapolis, MN	WCCO-TV	UHF	CBS	KMNB	FM	Country	minnesota.cbslocal.com
	KCCO-TV[5]	VHF	CBS	KZJK	FM	Adult Hits	
#15—Television	KCCW-TV[6]	VHF	CBS	WCCO	AM	News/Talk	
#16—Radio							
Miami-Ft. Lauderdale, FL	WFOR-TV	UHF	CBS	WKIS	FM	Country	miami.cbslocal.com
	WBFS-TV	UHF	MyNetworkTV	WPOW	FM	Top 40	
#16—Television				WQAM	AM	Sports	
#11—Radio							
Denver, CO	KCNC-TV	UHF	CBS				denver.cbslocal.com
#17—Television							
#18—Radio							

Orlando, FL				WJHM	FM	Top 40	
				WOCL	FM	Classic Hits	
#18—Television				WOMX	FM	Hot Adult Contemporary	
#33—Radio							
Cleveland, OH				WDOK	FM	Adult Contemporary	cleveland.cbslocal.com
				WKRK	FM	Sports	
#19—Television				WNCX	FM	Classic Rock	
#31—Radio				WQAL	FM	Hot Adult Contemporary	
Sacramento, CA	KOVR-TV	UHF	CBS	KHTK	AM	Sports	sacramento.cbslocal.com
	KMAX-TV	UHF	The CW	KNCI	FM	Country	
#20—Television				KSFM	FM	Rhythmic Top 40	
#28—Radio.				KYMX	FM	Adult Contemporary	
				KZZO	FM	Hot Adult Contemporary	

Market and Market Rank[2]	Television			Radio			CBS Local Digital Media[1]
	Stations	Type	Network Affiliation	Stations	AM/FM	Format	Websites
St. Louis, MO				KEZK	FM	Adult Contemporary	stlouis.cbslocal.com
				KMOX	AM	News/Talk	
#21—Television				KYKY	FM	Hot Adult Contemporary	
#22—Radio							
Pittsburgh, PA	KDKA-TV	UHF	CBS	KDKA	AM	News/Talk	pittsburgh.cbslocal.com
	WPCW-TV	VHF	The CW	KDKA	FM	Sports	
#22—Television				WBZZ	FM	Hot Adult Contemporary	
#26—Radio				WDSY	FM	Country	
Baltimore, MD	WJZ-TV	VHF	CBS	WJZ	AM	Sports	baltimore.cbslocal.com
				WJZ	FM	Sports	
#26—Television				WLIF	FM	Adult Contemporary	
#21—Radio				WWMX	FM	Hot Adult Contemporary	
Indianapolis, IN	WBXI-CA[7]	UHF	Independent				
#27—Television							
#39—Radio							
San Diego, CA				KEGY	FM	Top 40	
				KYXY	FM	Adult Contemporary	
#28—Television							
#17—Radio							
Riverside-San Bernardino, CA				KFRG	FM	Country	
				KRAK	AM	Sports	
#25—Radio				KVFG	FM	Classic Hits	
				KXFG	FM	Country	

(1) The CBS Local Digital Media group operates the Websites of the Company's television stations and radio stations. Many of these Websites are combined for the television stations and non-music radio stations in co-located markets. The Websites provide news, information, entertainment, as well as other services, and promote stations' programming.

(2) Television market (DMA) rankings based on Nielsen Media Research Local Market Universe Estimates, September 2014. Radio market (DMA) rankings based on Nielsen Audio Radio Market Survey, Fall 2014.

(3) As required by the FCC, the Company assigned KFWB-AM to a divestiture trust. The Company is a beneficiary of the trust. The trustee is operating the radio station and is responsible for selling the radio station to a third party. (See "CBS Business Segments—Regulation—Broadcasting—Ownership Regulation—Radio-Television Cross-Ownership Rule").

(4) KZDG-AM in San Francisco, California, is programmed by a third party through a time brokerage agreement.

(5) KCCO-TV is operated as a satellite station of WCCO-TV.

(6) KCCW-TV is operated as a satellite station of WCCO-TV.

(7) WBXI-CA is a Class A low power television station. Class A low power television stations do not implicate the FCC's ownership rules.

REGULATION

The Company's businesses are either subject to or affected by regulations of federal, state and local governmental authorities in the U.S. and of national, regional and local authorities in foreign countries. The rules, regulations, policies and procedures affecting these businesses are subject to change. The descriptions which follow are summaries and should be read in conjunction with the texts of the statutes, rules and regulations described herein. The descriptions do not purport to describe all present and proposed statutes, rules and regulations affecting the Company's businesses.

Intellectual Property and Privacy

Laws affecting intellectual property are of significant importance to the Company. (See "Intellectual Property" on page I-17 for more information on the Company's brands).

Unauthorized Distribution of Copyrighted Content and Piracy. Unauthorized distribution, reproduction or display of copyrighted material in digital formats without regard to content owners' copyright rights in television programming, motion pictures, clips and books, such as through pirated DVDs and Blu-ray Discs, unauthorized stored copies and live streaming, Internet downloads, file

"sharing" and peer-to-peer services, is a threat to copyright owners' ability to protect and exploit their property. The Company's digital delivery services and commercial arrangements with digital content providers help reduce the risks associated with unauthorized access to its content. The Company is

also engaged in enforcement and other activities to protect its intellectual property and participates in various litigation, public relations programs and legislative activity.

Copyright Law and Content. The Company derives revenues from the creation and exploitation of creative content, for which the copyright law grants certain exclusive rights, including to reproduce, publicly perform and distribute. In the U.S., the copyright term for authored works is the life of the author plus 70 years. For works made for hire, the copyright term is the shorter of 95 years from the first publication or 120 years from creation. Any changes to copyright laws, including through court decisions, which diminish the scope of a copyright owner's exclusive rights, could impact the Company.

Privacy. The laws and regulations governing the collection, use and transfer of consumer information are complex and rapidly evolving, particularly as they relate to the Company's interactive businesses. The Company monitors and considers these laws and regulations in the design and operation of its Websites, digital content services and legal and regulatory compliance programs.

Broadcasting

General. Television and radio broadcasting are subject to the jurisdiction of the FCC pursuant to the Communications Act. The Communications Act empowers the FCC, among other actions, to issue, renew, revoke and modify broadcasting licenses; determine stations' frequencies, locations and operating power; regulate some of the equipment used by stations; adopt other regulations to carry out the provisions of the Communications Act and other laws, including requirements affecting the content of broadcasts; and to impose penalties for violation of its regulations, including monetary forfeitures, short-term renewal of licenses and, in egregious cases, license revocation or denial of license renewals.

Under the Communications Act, the FCC also regulates certain aspects of the operation of MVPDs and certain other electronic media that compete with broadcast stations.

Indecency and Profanity Regulation. The FCC's rules prohibit the broadcast of obscene material at any time and indecent or profane material between the hours of 6 a.m. and 10 p.m. Broadcasters risk violating the prohibition against broadcasting indecent or profane material because the vagueness of the FCC's indecency/profanity definition makes it difficult to apply, particularly with respect to spontaneous, live programming. The FCC's maximum forfeiture penalty per station for broadcasting indecent or profane programming is $325,000 per indecent or profane utterance with a maximum forfeiture exposure of $3 million for any continuing violation arising from a single act or failure to act. The Company has been involved in litigation and, from time to time, has received and may receive in the future letters of inquiry from the FCC prompted by complaints alleging that certain programming on its broadcast stations included indecent or profane material.

License Renewals. Radio and television broadcast licenses are typically granted for standard terms of eight years. The Communications Act requires the FCC to renew a broadcast license if the FCC finds that the station has served the public interest, convenience and necessity and, with respect to the station, there have been no serious violations by the licensee of either the Communications Act or the FCC's rules and regulations and there have been no other violations by the licensee of the Communications Act or the FCC's rules and regulations that, taken together, constitute a pattern of abuse. The Company has a number of pending renewal applications. A station remains authorized to operate while its license renewal application is pending.

License Assignments. The Communications Act requires prior FCC approval for the assignment of a license or transfer of control of an FCC licensee. Third parties may oppose the Company's applications to assign, transfer or acquire broadcast licenses.

Ownership Regulation. The Communications Act and FCC rules and regulations limit the ability of individuals and entities to have an official position or ownership interest, known as an "attributable" interest, above specific levels in broadcast stations as well as in other specified mass media entities. In seeking FCC approval for the acquisition of

a broadcast radio or television station license, the acquiring person or entity must demonstrate that the acquisition complies with the FCC's ownership rules or that a waiver of the rules is in the public interest.

The FCC adopted a notice of proposed rule-making in its latest quadrennial review of broadcast ownership rules in April 2014 ("NPRM"), which incorporates the record of the FCC's prior review of broadcast ownership rules, which started in December 2011. The FCC's current ownership rules, certain proposed changes by and items for which the FCC is seeking comments under the NPRM, are briefly summarized below.

Local Radio Ownership. The FCC's local radio ownership rule applies in all markets where the Company owns radio stations. Under that rule, one party may own up to eight radio stations in the largest markets, no more than five of which may be either AM or FM. With a few exceptions, the rule permits the common ownership of 8 radio stations in the top 50 markets, where CBS Radio has significant holdings.

Local Television Ownership. Under the FCC's local television ownership rule, one party may own up to two television stations in the same DMA, so long as at least one of the two stations is not among the top-four ranked stations in the market based on audience share as of the date an application for approval of an acquisition is filed with the FCC, and at least eight independently owned and operating full-power television stations remain in the market following the acquisition of the second television station. The NPRM proposes to modify the local television station ownership rule to prohibit transactions involving the sale or swap of network affiliations between same-market television stations that result in an entity holding an attributable interest in two top-four ranked television stations. Further, without regard to the number of remaining independently owned television stations, the rule permits the ownership of more than one television station within the same DMA so long as certain signal contours of the stations involved do not overlap. "Satellite" television stations that simply rebroadcast the programming of a "parent" television station are exempt from the local television ownership rule if located in the same DMA as the "parent" station.

Television National Audience Reach Limitation. Under the FCC's national television ownership rule, one party may not own television stations which reach more than 39% of all U.S. television households. For purposes of calculating the total number of television households reached by a station, the FCC attributes a UHF television station with only 50% of the television households in its market. In September 2013, the FCC adopted a notice of proposed rule-making to eliminate the UHF discount, which remains pending. The Company currently owns and operates television stations that reach approximately 38% of all U.S. television households but for purposes of the national ownership limitation, the Company's reach is less than this amount applying the UHF discount in accordance with the FCC's methodology.

Radio-Television Cross-Ownership Rule. The radio-television cross-ownership rule limits the common ownership of radio and television stations in the same market. The numeric limit varies according to the number of independent media voices in the market. The Company owns a combination of radio and television stations in the Los Angeles market in excess of the limit. As required by the FCC, the Company assigned radio station KFWB-AM in Los Angeles to a divestiture trust. The Company is a beneficiary of the trust. The trustee is operating the radio station and is responsible for selling the radio station to a third party, the closing of which would bring the Company into compliance with this cross-ownership rule.

Newspaper-Broadcast Cross-Ownership. The newspaper-broadcast cross- ownership rule prohibits the common ownership of a radio or television station and daily newspaper in the same market absent a waiver by the FCC. As part of its NPRM, the FCC seeks comment on: (1) whether the restriction on newspaper-radio cross-ownership should be eliminated, and (2) a rule that would presume a waiver of the restriction on newspaper-television cross-ownership to be consistent with the public interest if a daily newspaper sought to combine with a full-power commercial television station in the same top 20 television market, and (a) the television station is not ranked among the top four television stations in the market and (b) at least eight independently owned and operated "major media voices" would remain in the market after the combination.

Dual Network Rule. The dual network rule prohibits any of the four major networks, ABC, CBS, FOX and NBC, from combining.

Attribution of Ownership. Under the FCC's attribution rules, a direct or indirect purchaser of various types of securities of an entity which holds FCC licenses, such as the Company, could violate the foregoing FCC ownership regulations or policies if that purchaser owned or acquired an "attributable" interest in other media properties. Under the FCC's rules, an "attributable" interest for purposes of the FCC's broadcast ownership rules generally includes: equity and debt interests which combined exceed 33% of a licensee's total assets, if the interest holder supplies more than 15% of the licensee's total weekly programming, or has an attributable same-market media interest, whether television, radio, cable or newspaper; a 5% or greater direct or indirect voting stock interest, including certain interests held in trust, unless the holder is a qualified passive investor in which case the threshold is a 20% or greater voting stock interest; any equity interest in a limited liability company or a partnership, including a limited partnership, unless the interest holder is properly "insulated" from management activities; and any position as an officer or director of a licensee or of its direct or indirect parent. The FCC is reviewing its single majority voting shareholder attribution exemption, which renders as non-attributable voting interests up to 49% in a licensee controlled by a single majority voting shareholder. Because NAI holds an attributable interest in both the Company and Viacom Inc., the business of each company is attributable to the other for certain FCC purposes, which may have the effect of limiting and affecting the activities, strategic business alternatives and business terms available to the Company. (See Item 1A. "Risk Factors—The Businesses of the Company and Viacom Inc. Will Be Attributable to the Other Company for Certain Regulatory Purposes, Which May Limit Business Opportunities").

Alien Ownership. In general, the Communications Act prohibits foreign individuals or entities from owning more than 20% or more than 25%, depending on the circumstances, of the voting power or equity of the Company. In November 2013, the FCC provided additional information regarding its case-by-case review process for applications that propose foreign ownership that exceed such 25% threshold.

Cable and Satellite Carriage of Television Broadcast Stations. The 1992 Cable Act and implementing FCC regulations govern the retransmission of commercial television stations by cable television operators. Every three years, a television station must elect, with respect to cable systems within its DMA, either "must carry" status, pursuant to which the cable system's carriage of the station is mandatory, or "retransmission consent," pursuant to which the station gives up its right to mandatory carriage and secures instead the right to negotiate consideration in return for consenting to carriage. The Company's owned television stations have elected the retransmission consent option in substantially all cases, and, since 2006, the Company has implemented a systematic process of seeking monetary consideration for its retransmission consent.

Similarly, federal legislation and FCC rules govern the retransmission of broadcast television stations by DBS operators. DBS operators are required to carry the signals of all local television broadcast stations requesting carriage in local markets in which the DBS operator carries at least one signal pursuant to the statutory local-to-local compulsory copyright license. Every three years, each television station in such markets must elect "must carry" or "retransmission consent" status, in a manner similar to that described above with respect to cable systems. The Company's owned and operated television stations are being transmitted into their local markets by the two major DBS operators pursuant to retransmission consent agreements.

Children's Television Programming. Federal legislation and FCC rules limit the amount and content of commercial matter that may be shown on television stations during programming designed for children 12 years of age and younger, and require stations to broadcast on their main program stream three hours per week of educational and informational programming ("E/I programming") designed for children 16 years of age and younger. FCC rules also impose E/I programming requirements on each additional digital multicast program stream transmitted by television stations, with the requirement increasing in proportion to the additional hours of free programming offered on multicast channels. These rules also limit the display during children's programming of Internet addresses of Websites that contain or link to commercial material or that use program characters to sell products.

Program Access. Under the Communications Act, vertically integrated cable programmers (more fully described below) are generally prohibited from offering different prices, terms or conditions for programming to competing MVPDs unless the differential is justified by certain permissible factors set forth in the FCC's regulations. Until 2012, the FCC's "program access" rules also generally prohibited vertically integrated cable programmers from entering into exclusive distribution arrangements with cable operators. The FCC continues to assess the competitive impact of such individual exclusive contracts. A cable programmer is considered to be vertically integrated under the FCC's program access attribution rules if it owns or is owned by a cable operator in whole or in part. Cable operators for this purpose may include telephone companies that provide video programming directly to subscribers.

The Company's wholly owned program services are not currently subject to the program access rules. The Company's flexibility to negotiate the most favorable terms available for carriage of these services and its ability to offer cable operators exclusive programming could be adversely affected if it were to become subject to the program access rules. Because the Company and Viacom Inc. are under common control by NAI, Viacom Inc.'s businesses could be attributable to the Company for purposes of the FCC's program access rules. (See Item 1A. "Risk Factors—The Businesses of the Company and Viacom Inc. Will Be Attributable to the Other Company for Certain Regulatory Purposes, Which May Limit Business Opportunities").

National Broadband Plan. In response to the FCC's March 2010 National Broadband Plan, which seeks to provide affordable broadband access throughout the U.S., Congress passed legislation in February 2012 authorizing the FCC to conduct voluntary auctions of spectrum utilized by broadcast television stations to provide additional spectrum for wireless broadband services. The television stations that continue their operations may have to change channels once the FCC "repacks" the broadcast spectrum dedicated to broadcast television use. The legislation provides that the FCC will assist television stations in retaining their current coverage areas, no stations will be forced into the VHF band and a fund will be established to reimburse broadcasters for reasonable relocation expenses relating to the spectrum-repacking. In September 2012, the FCC launched a rule-making proceeding to implement the auction legislation and auctions are expected to occur in 2016, followed by the repacking process.

INTELLECTUAL PROPERTY

The Company creates, owns, distributes and exploits under licenses intellectual property worldwide. It is the Company's practice to protect its products, including its television, radio and motion picture products, characters, publications and other original and acquired works and audiovisual works made for digital exploitation. The following logos, trade names, trademarks and related trademark families are among those strongly identified with the product lines they represent and are significant assets of the Company: *CBS®, CBS Entertainment™, CBS News®, CBS Sports®, CBSSports.com®, CBS All Access™ CNET®, CBS Radio®, Showtime®, Showtime Anytime®, The Movie Channel®, Flix®, CBS Films®, CBS Audience Network™, TV.com™, Last.fm®, MetroLyrics®, CSI:®, NCIS®, Entertainment Tonight®, Star Trek®, Simon & Schuster®, CBS Sports Network®, CBS Interactive®* and all the call letters for the Company's television and radio stations. As a result, domestic and foreign laws protecting intellectual property rights are important to the Company and the Company actively enforces its intellectual property rights against infringements.

EMPLOYEES

At December 31, 2014, the Company employed approximately 17,310 full-time and part-time salaried employees and had approximately 5,630 additional project-based staff.

FINANCIAL INFORMATION ABOUT SEGMENTS AND FOREIGN AND DOMESTIC OPERATIONS

Financial and other information by segment and relating to foreign and domestic operations for each of the last three years ending December 31 is set forth in Note 16 to the Consolidated Financial Statements.

AVAILABLE INFORMATION

CBS Corp. makes available free of charge on its Website, www.cbscorporation.com (Investors section), its Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. Such material is made available through the Company's Website as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission. These documents are also available on the Securities and Exchange Commission's Website at www.sec.gov.

Item 1A. *Risk Factors.*

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This document, including "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition," and the documents incorporated by reference into this Annual Report on Form 10-K, contain both historical and forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of section 27A of the Securities Act of 1933 and section 21E of the Securities Exchange Act of 1934. These forward-looking statements are not based on historical facts, but rather reflect the Company's current expectations concerning future results and events. These forward-looking statements generally can be identified by the use of statements that include phrases such as "believe," "expect," "anticipate," "intend," "plan," "foresee," "likely," "will," "may," "could" or other similar words or phrases. Similarly, statements that describe the Company's objectives, plans or goals are or may be forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors that are difficult to predict and which may cause the actual results, performance or achievements of the Company to be different from any future results, performance and achievements expressed or implied by these statements. More information about these risks, uncertainties and other factors is set forth below. Additional risks, uncertainties and other factors may be described in the Company's news releases and other filings made under the securities laws. There may be additional risks, uncertainties and factors that the Company does not currently view as material or that are not necessarily known. The forward-looking statements included in this document are only made as of the date of this document and the Company does not have any obligation to publicly update any forward-looking statements to reflect subsequent events or circumstances.

RISK FACTORS

For an enterprise as large and complex as the Company, a wide range of factors could affect our business and financial results. The factors described below are considered to be the most significant. There may be other currently unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on the Company's future results. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. The following discussion of risk factors should be read in conjunction with "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" and the consolidated financial statements and related notes in "Item 8. Financial Statements and Supplementary Data" of this Form 10-K.

A Decline in Advertising Expenditures Could Cause the Company's Revenues and Operating Results to Decline Significantly in Any Given Period or in Specific Markets

The Company derives substantial revenues from the sale of advertising on its broadcast and basic cable networks, television stations, radio stations, syndicated programming, and online properties. A decline in the economic prospects of advertisers, the economy in general or the economy of any individual geographic market, particularly a major market such as Los Angeles, New York or Chicago, in which the Company owns and operates sizeable businesses, could alter current or prospective advertisers' spending priorities. Natural and other disasters, acts of terrorism, political uncertainty or hostilities could lead to a reduction in advertising expenditures as a result of disrupted programming and services, uninterrupted news coverage and economic uncertainty. Advertising expenditures may also be affected by increasing competition for the leisure time of audiences. In addition, advertising expenditures by companies in

certain sectors of the economy, including the automotive, financial and pharmaceutical segments, represent a significant portion of the Company's advertising revenues. Any political, economic, social or technological change resulting in a reduction in these sectors' advertising expenditures may adversely affect the Company's revenue. Advertisers' willingness to purchase advertising from the Company may also be affected by a decline in audience ratings for the Company's programming, the inability of the Company to retain the rights to popular programming, increasing audience fragmentation caused by new program channels and the proliferation of new media formats, including the Internet and video-on-demand and the deployment of portable digital devices and new technologies, which allow consumers to live stream and time shift programming, make and store digital copies and skip or fast-forward through advertisements. Any reduction in advertising expenditures could have an adverse effect on the Company's revenues and results of operations.

The Company's Success and Profitability Are Dependent Upon Audience Acceptance of Its Content, Including Its Television and Radio Programs and Motion Pictures, Which Is Difficult to Predict

Television, radio and motion picture content production and distribution are inherently risky businesses because the revenues derived from the production and distribution of a television or radio program or motion picture, and the licensing of rights to the associated intellectual property, depend primarily upon their acceptance by the public, which is difficult to predict. The commercial success of a television or radio program or motion picture also depends upon the quality and acceptance of other competing programs and motion pictures released into the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions and other tangible and intangible factors, all of which are difficult to predict. Rating points are also factors that are weighed when determining the advertising rates that the Company receives. The use of new ratings technologies and measurements, and viewership on new platforms or devices that is not being measured, could have an impact on the Company's program ratings. For example, while C-3, a current television industry ratings system, measures live commercial viewing plus three days of DVR and video-on-demand playback, the growing viewership occurring on subsequent days of DVR and video-on-demand playback is excluded from C-3 ratings. Poor ratings can lead to a reduction in pricing and advertising spending. For example, there can be no assurance that any replacement programming on the Company's radio or television stations will generate the same level of revenues or profitability of previous programming. In addition, the success of the Company's cable networks and Simon & Schuster is similarly dependent on audience acceptance of its programming and publications, respectively. The theatrical success of a motion picture, based in large part upon audience acceptance, is a significant factor in determining the revenues it is likely to generate in home entertainment sales, licensing fees and other exploitation during the various other distribution windows. Consequently, low public acceptance of the Company's content, including its television and radio programs, motion pictures and publications, will have an adverse effect on the Company's results of operations. In addition, any decreased popularity of programming for which the Company has incurred significant commitments could have an adverse effect on its profitability. Programming and talent commitments of the Company, estimated to aggregate approximately $13.72 billion as of December 31, 2014, primarily included $10.23 billion for sports programming rights, $2.70 billion relating to the production and licensing of television, radio, and film programming, and $797 million for talent contracts with $4.32 billion of these amounts payable in and after 2020. A shortfall, now or in the future, in the expected popularity of the sports events for which the Company has acquired rights, or in the television and radio programming the Company expects to distribute, could lead to decreased profitability or losses for a significant period of time.

Failure by the Company to Obtain, Create and Retain the Rights Related to Popular Programming Could Adversely Affect the Company's Revenues

The Company's revenue from its television, radio, cable networks and motion picture business is partially dependent on the Company's continued ability to anticipate and adapt to changes in consumer tastes and behavior on a timely basis. Moreover, the Company derives a portion of its revenues from the exploitation of its extensive library of television programming. Generally, a television series must have a network run of at least three or four years to be successfully sold in domestic syndication. If the content of its television programming library ceases to be widely accepted by audiences or is not continuously replenished with popular content, the Company's revenues could be adversely affected. The Company obtains a significant portion of its popular programming from third parties. For example, some of CBS Television Network's most widely viewed broadcasts, including golf's Masters Tournament,

the PGA Championship, NFL games, NCAA Division I Men's Basketball Tournament games, and series such as *The Big Bang Theory*, are made available based upon programming rights of varying duration that the Company has negotiated with third parties. In addition, Showtime Networks enters into commitments to acquire rights to certain programming for *Showtime*, *The Movie Channel* and *Flix* from motion picture producers and other suppliers for varying durations, and CBS Radio acquires the broadcast rights to syndicated shows and to various programs, such as sports events from third parties. CBS Films competes for compelling source material for and the talent necessary to produce motion pictures, as well as with other buyers for the acquisition of third-party produced motion pictures. Competition for popular programming that is licensed from third parties is intense, and the Company may be outbid by its competitors for the rights to new, popular programming or in connection with the renewal of popular programming currently licensed by the Company. The Company's failure to obtain or retain rights to popular content could adversely affect the Company's revenues.

The Company Must Respond to Rapid Changes in Technology, Content Creation, Services and Standards in Order to Remain Competitive

Video, telecommunications, radio and data services technologies used in the entertainment industry are changing rapidly as are the digital distribution models for books. Advances in technologies or alternative methods of product delivery or storage, or certain changes in consumer behavior driven by these or other technologies and methods of delivery and storage, could have a negative effect on the Company's businesses. Examples of the foregoing include the convergence of television broadcasts and online delivery of programming to televisions, video-on-demand platforms, tablets, satellite radio, new video and electronic book formats, user-generated content sites, Internet and mobile distribution of video content via streaming and downloading, and place-shifting of content from the home to portable devices on which content is viewable outside the home. For example, devices that allow users to view or listen to television or radio programs on a time-delayed basis; technologies, such as DVRs, that enable users to fast-forward or skip advertisements or increase the sharing of subscription content; systems that allow users to access copyrighted product of the Company over the Internet or other media; and portable digital devices and systems that enable users to view programming or store or make portable copies of programming, may cause changes in consumer behavior that could affect the attractiveness of the Company's offerings to advertisers and adversely affect its revenues. Also, the growing uses of user-generated content sites and live and stored video streaming sites, which deliver unauthorized copies of copyrighted content, including those emanating from other countries in various languages, may adversely impact the Company's businesses. In addition, further increases in the use of digital devices which allow users to view or listen to content of their own choosing, in their own time and remote locations, while avoiding traditional commercial advertisements or subscription payments, could adversely affect the Company's radio and television broadcasting advertising and subscription revenues. Cable providers and DBS operators are developing new techniques that allow them to transmit more channels on their existing equipment to highly targeted audiences, reducing the cost of creating channels and potentially leading to the division of the television marketplace into more specialized niche audiences. More television and video programming options increase competition for viewers and competitors targeting programming to narrowly defined audiences may gain an advantage over the Company for television advertising and subscription revenues. Television manufacturers, cable providers and others are developing and offering technology to enable viewers to locate digital copies of programming from the Internet to view on television monitors or other devices, which could diminish viewership of the Company's programming. Generally, changing consumer behavior may impact the Company's traditional distribution methods, for example, by reducing viewership of its programming (including motion pictures), the demand for DVD and Blu-ray Disc product and/or the desire to see motion pictures in theaters, which could have an adverse impact on the Company's revenues and profitability. Also, the impact of technological changes on traditional distributors of video programming may adversely affect the Company's cable networks' ability to grow revenue. Anticipating and adapting to changes in technology on a timely basis and exploiting new sources of revenue from these changes will affect the Company's ability to continue to increase its revenue.

Piracy of the Company's Programming and Other Content, Including Digital Piracy, May Decrease Revenue Received from the Exploitation of the Company's Programming and Other Content and Adversely Affect Its Businesses and Profitability

Piracy of programming (including motion pictures), books and other copyrighted material is prevalent in many parts of the world and is made easier by the availability of digital copies of content and technological advances allowing conversion of such programming and other content into digital formats, which facilitate the creation, transmission and sharing of high quality unauthorized copies of the Company's content. Technological advances, which facilitate the streaming of programming via the Internet to television screens and other devices, may increase piracy. The proliferation of unauthorized access to programming has an adverse effect on the Company's businesses and profitability because these unauthorized actions reduce the revenue that the Company potentially could receive from the legitimate sale and distribution of its products and services. In addition, if piracy were to increase, it would have an adverse effect on the Company's businesses and profitability. Also, while legal protections exist, piracy and technological tools with which to carry it out continue to escalate, evolve and present challenges for enforcement. The Company vigorously defends itself against entities that illegally secure and exhibit its content, including streaming the Company's broadcast content without obtaining the consent of or paying compensation to the Company. Failure of legal protections to evolve and enable enhanced enforcement efforts to combat piracy could make it more difficult for the Company to adequately protect its intellectual property, which could negatively impact its value and further increase the Company's enforcement costs.

The Company's Businesses Operate in Highly Competitive and Consolidating Industries

The Company competes with other media companies for high quality content to achieve large audiences and to generate advertising revenue. The Company also competes for distribution on various MVPD platforms. The Company's ability to attract audiences and advertisers and obtain favorable distribution depends in part on its ability to provide popular television programming and radio programming, motion pictures and books. The consolidation of advertising agencies, distributors and television service providers also has made competition for audiences, advertising revenue, and distribution more intense. In addition, consolidation among book retailers and the growth of on-line sales and electronic books sales have resulted in increased competition for limited physical shelf space for the Company's publications and for the attention of consumers on-line. Competition for audiences and advertising comes from: broadcast television stations and networks; cable television systems and networks; motion picture studios; the Internet; new, non-traditional programming services; technological innovations in content distribution; terrestrial and satellite radio and portable devices; local, regional and national newspapers; direct mail; and other communications and advertising media that operate in these markets. Other television and radio stations or cable networks may change their formats or programming, a new station or new network may adopt a format to compete directly with the Company's stations or networks, or stations or networks might engage in aggressive promotional campaigns. In book publishing, competition among electronic and print book retailers could decrease the prices for new releases and the outlets available for book sales. Moreover, the growing use of self-publishing technologies by authors increases competition and could result in decreased use of traditional publishing services. This competition could result in lower ratings and advertising and subscription and other revenues or increased promotional and other expenses and, consequently, lower earnings and cash flow for the Company. The Company cannot be assured that it will be able to compete successfully in the future against existing, new or potential competitors, or that competition will not have a material adverse effect on its business, financial condition or results of operations.

The Loss of Affiliation Agreements or Retransmission Agreements Could Materially Adversely Affect the Company's Results of Operations

The CBS Television Network provides its affiliates with up to approximately 98 hours of regularly scheduled programming per week. In return, the CBS Television Network's affiliated stations broadcast network-inserted commercials during that programming. Loss of station affiliation agreements of the CBS Television Network could adversely affect the Company's results of operations by reducing the reach of the Company's programming and therefore its attractiveness to advertisers, and renewal of these affiliation agreements on less favorable terms may also adversely affect the Company's results of operations. The non-renewal or termination of retransmission agreements

with MVPDs or continued distribution on less favorable terms, could also adversely affect the Company's revenues and its ability to distribute its network programming to a nationwide audience and affect the Company's ability to sell advertising, which could have a material adverse effect on the Company's results of operations. Showtime Networks, CBS Sports Network and Smithsonian Networks are also dependent upon the maintenance of affiliation agreements with MVPDs, and there can be no assurance that these agreements will be renewed in the future on terms acceptable to such programmers. The loss of one or more of these arrangements could reduce the distribution of Showtime Networks', CBS Sports Network's and Smithsonian Networks' program services and reduce revenues from subscriber fees and advertising, as applicable. Further, the loss of favorable packaging, positioning, pricing or other marketing opportunities with any distributor could reduce revenues from subscriber fees. Also, consolidation among MVPDs and increased vertical integration of such distributors into the cable or broadcast network business have provided more leverage to these distributors and could adversely affect the Company's ability to maintain or obtain distribution for its network programming or distribution and/or marketing of its subscription program services on favorable or commercially reasonable terms, or at all.

The Company's Operating Results Are Subject to Seasonal Variations and Other Factors

The Company's business has experienced and is expected to continue to experience seasonality due to, among other things, seasonal advertising patterns and seasonal influences, on people's viewing, reading, attendance and listening habits. Typically, the Company's revenue from advertising increases in the fourth quarter, Simon & Schuster generates a substantial portion of its revenues in the fourth quarter, and license fees for television programming and CBS Films' revenue from motion pictures are dependent on the timing, mix, number and availability of the Company's television programming and motion pictures, as applicable, which may cause operating results to increase or decrease during a period and create non-comparable results relative to the corresponding period in the prior year. In addition, advertising revenues in even-numbered years benefit from advertising placed by candidates for political offices. The effects of such seasonality make it difficult to estimate future operating results based on the previous results of any specific quarter and may adversely affect operating results.

Economic Conditions May Adversely Affect the Company's Businesses and Customers

The U.S. and other countries where the Company operates have experienced slowdowns and volatilities in their economies. A downturn could lead to lower consumer and business spending for the Company's products and services, particularly if customers, including advertisers, subscribers, licensees, retailers, theater operators and other consumers of the Company's content offerings and services, reduce demands for the Company's products and services. In addition, in unfavorable economic environments, the Company's customers may have difficulties obtaining capital at adequate or historical levels to finance their ongoing business and operations and may face insolvency, all of which could impair their ability to make timely payments and continue operations, including distribution of the Company's content. The Company is unable to predict the duration and severity of weakened economic conditions and such conditions and resultant effects could adversely impact the Company's businesses, operating results, and financial condition.

Volatility and Weakness in Capital Markets May Adversely Affect Credit Availability and Related Financing Costs for the Company

Bank and capital markets can experience periods of volatility and disruption. If the disruption in these markets is prolonged, the Company's ability to refinance, and the related cost of refinancing, some or all of its debt could be adversely affected. Although the Company can currently access the bank and capital markets, there is no assurance that such markets will continue to be a reliable source of financing for the Company. In addition, the Company's access to and cost of borrowing can be affected by the Company's short- and long-term debt ratings assigned by ratings agencies. These factors, including the tightening of credit markets, or a decrease in the Company's debt ratings, could adversely affect the Company's ability to obtain cost-effective financing.

Increased Programming and Content Costs May Adversely Affect the Company's Profits

The Company produces and acquires programming (including motion pictures) and other content and incurs costs with respect to its content, including for all types of creative talent, including actors, authors, writers and producers, composers and publishers of music, as well as for marketing and distribution. An increase in any of these costs and increased competition from new entrants into the market for the production and acquisition of new content may lead to decreased profitability.

Changes in Communications Laws or Other Regulations May Have an Adverse Effect on the Company's Business

The television and radio broadcasting and distribution industries in the U.S. are highly regulated by U.S. federal laws and regulations issued and administered by various federal agencies, including the FCC. The television and radio broadcasting industry is subject to extensive regulation by the FCC under the Communications Act. For example, the Company is required to obtain licenses from the FCC to operate its radio and television stations. The Company cannot be assured that the FCC will approve its future renewal applications or that the renewals will be for full terms or will not include conditions or qualifications. The non-renewal, or renewal with substantial conditions or modifications, of one or more of the Company's licenses could have a material adverse effect on the Company's revenues. The Company must also comply with extensive FCC regulations and policies in the ownership and operation of its television and radio stations and its television networks. FCC regulations prohibit the common ownership of more than one of the top four networks, ABC, CBS, FOX and NBC, and limit the number of television and radio stations that a licensee can own in a market and the number of television stations that can be owned nationwide, which could restrict the Company's ability to consummate future transactions and in certain circumstances could require it to divest some television or radio stations. The U.S. Congress and the FCC currently have under consideration, and may in the future adopt, new laws, regulations, and policies regarding a wide variety of matters that could, directly or indirectly, affect the operation and ownership of the Company's radio and television properties. For example, from time to time, proposals have been advanced in the U.S. Congress and at the FCC to require radio and television broadcast stations to provide advertising time to political candidates for free or at a reduced charge. Any restrictions on political advertising may adversely affect the Company's advertising revenues. The FCC has initiated a proceeding to examine and potentially regulate more closely embedded advertising such as product placement and product integration. Enhanced restrictions affecting these means of delivering advertising messages may adversely affect the Company's advertising revenues. Changes to the media ownership and other FCC rules may affect the competitive landscape in ways that could increase the competition faced by the Company. Proposals have also been advanced from time to time before the U.S. Congress and the FCC to extend the program access rules (currently applicable only to those cable program services which also own or are owned by cable distribution systems) to all cable program services. The Company's ability to obtain the most favorable terms available for its content could be adversely affected should such an extension be enacted into law. In response to the FCC's March 2010 National Broadband Plan, which seeks to provide affordable broadband access throughout the U.S., Congress passed legislation in February 2012 authorizing the FCC to conduct voluntary auctions of spectrum utilized by broadcast television stations to provide additional spectrum for wireless broadband services. The television stations that continue their operations may have to change channels once the FCC "repacks" the broadcast spectrum dedicated to broadcast television use. Such auctions are expected to begin in 2016 followed by repacking, which could adversely impact the Company's broadcast coverage and related revenues. It is difficult to predict the timing or outcome of the FCC's actions or their effect, if any, on the Company's broadcasting properties. Legislation could be enacted, which could remove over-the-air broadcasters' existing exemption from payment of a performance royalty to record companies and performers of music which is broadcast on radio stations and could have an adverse impact on the cost of music programming for the Company. In addition, changes in or new interpretations of international laws and regulations governing competition and the Internet, including those affecting data privacy, may have an adverse impact on the Company's international businesses and Internet properties. The Company is unable to predict the effect that any such laws, regulations or policies may have on its operations.

Vigorous Enforcement or Enhancement of FCC Indecency and Other Program Content Rules Against the Broadcast and Cable Industries Could Have an Adverse Effect on the Company's Businesses and Results of Operations

The FCC's rules prohibit the broadcast of obscene material at any time and indecent or profane material on television or radio broadcast stations between the hours of 6 a.m. and 10 p.m. Broadcasters risk violating the prohibition against broadcasting indecent material because of the vagueness of the FCC's indecency/profanity definition, coupled with the spontaneity of live programming. The FCC enforces its indecency rules against the broadcasting industry. The FCC has found on a number of occasions that the content of radio and television broadcasts has contained indecent material. In such instances, the FCC issued fines or advisory warnings to the offending licensees. Moreover, the FCC has in some instances imposed separate fines for each allegedly indecent "utterance," in contrast with its previous policy, which generally considered all indecent words or phrases within a given program as constituting a single violation. The fines for broadcasting indecent material per station are a maximum of $325,000 per utterance. If the FCC denied a license renewal or revoked the license for one of the Company's broadcast radio or television stations, the Company would lose its authority to operate the station. The determination of whether content is indecent is inherently subjective and, as such, it can be difficult to predict whether particular content could violate indecency standards. The difficulty in predicting whether individual programs, words or phrases may violate the FCC's indecency rules adds significant uncertainty to the Company's ability to comply with the rules. Violation of the indecency rules could lead to sanctions which may adversely affect the Company's businesses and results of operations. Some policymakers support the extension of the indecency rules that are applicable to over-the-air broadcasters to cover cable and satellite programming and/or attempts to increase enforcement of or otherwise expand existing laws and rules. If such an extension, attempt to increase enforcement or other expansion took place and were found to be constitutional, some of the Company's cable content could be subject to additional regulation and might not be able to attract the same subscription and viewership levels.

The Failure or Destruction of Satellites and Transmitter Facilities that the Company Depends Upon to Distribute Its Programming Could Materially Adversely Affect the Company's Businesses and Results of Operations

The Company uses satellite systems to transmit its broadcast and cable networks to affiliates. The distribution facilities include uplinks, communications satellites and downlinks. Transmissions may be disrupted as a result of local disasters including extreme weather that impair on-ground uplinks or downlinks, or as a result of an impairment of a satellite. Currently, there are a limited number of communications satellites available for the transmission of programming. If a disruption occurs, failure to secure alternate distribution facilities in a timely manner could have a material adverse effect on the Company's businesses and results of operations. Each of the Company's television and radio stations and cable networks uses studio and transmitter facilities that are subject to damage or destruction. Failure to restore such facilities in a timely manner could have a material adverse effect on the Company's businesses and results of operations.

Breach of Security Measures Regarding Information Systems Could Disrupt Operations and Damage the Company's Reputation and Could Materially Adversely Affect the Company's Businesses and Results of Operations

Network and information systems and other technologies are important to the Company's business activities. Despite the Company's security measures, network and information systems-related events, such as computer hackings, cyber threats, security breaches, viruses, or other destructive or disruptive software, process breakdowns or malicious or other activities, and natural or other disasters could result in a disruption of the Company's services and operations or improper disclosure of personal data or confidential information, which could damage the Company's reputation and require the Company to expend resources to remedy any such breaches. The occurrence of any of these events could have a material adverse effect on the Company's business and results of operations.

The Company Could Suffer Losses Due to Asset Impairment Charges for Goodwill, Intangible Assets, FCC Licenses and Programming

The Company will test goodwill and indefinite-lived intangible assets, including FCC licenses, for impairment during the fourth quarter of each year and between annual tests if events or circumstances require an interim impairment assessment. A downward revision in the estimated fair value of a reporting unit or intangible assets, including FCC licenses, could result in a non-cash impairment charge. Also, any significant shortfall, now or in the future, in the expected popularity of the programming for which the Company has acquired rights could lead to a downward revision in the fair value of such assets. Any such impairment charge for goodwill, intangible assets and/or programming could have a material adverse effect on the Company's reported net earnings.

Dividends and Dividend Rates Cannot Be Guaranteed

The Company's Board of Directors assesses relevant factors when considering the declaration of a dividend on the Company's common stock. The Company cannot guarantee that it will continue to declare dividends, including at the same or similar rates.

The Loss of Key Personnel, Including Talent, Could Disrupt the Management or Operations of the Company's Business and Adversely Affect Its Revenues

The Company's business depends upon the continued efforts, abilities and expertise of its chief executive officer and other key employees and entertainment personalities. The Company believes that the unique combination of skills and experience possessed by its executive officers would be difficult to replace, and that the loss of its executive officers could have a material adverse effect on the Company, including the impairment of the Company's ability to execute its business strategy. While the Company does not maintain a written succession plan with respect to Chairman of the Board, in accordance with the Company's Corporate Governance Guidelines, designated independent committees of the CBS Board together periodically review succession planning for the position of Chairman and report to the non-management directors of the CBS Board. Because approximately 79.6% of the voting shares are controlled by Sumner Redstone, there can be no assurance now or in the future that he or the successors to the voting control may not seek to effect succession of the Chairman; however, and in all cases, the Board will elect the next Chairman by a majority vote of the Board. Additionally, the Company employs or independently contracts with several entertainment personalities and authors with significant loyal audiences or readership. Entertainment personalities are sometimes significantly responsible for the ranking of a television or radio station and, therefore, the ability of the station to sell advertising, and an author's popularity can be significantly responsible for the success of a particular book. The Company's cable networks, CBS Television Studios and CBS Television Distribution produce programming and CBS Films produces motion pictures with highly regarded directors, actors and other talent who are important to attracting and retaining audiences for their content. There can be no assurance that these entertainment personalities, authors and talent will remain with or be drawn to the Company or will retain their current audiences or readership. If the Company fails to retain or attract these entertainment personalities, authors and talent or they lose their current audiences or readership, the Company's revenues could be adversely affected.

Fluctuations in Foreign Exchange Rates Could Have an Adverse Effect on the Company's Results of Operations

Certain of the Company's revenues are earned and expenses are incurred in foreign currencies. The value of these currencies fluctuates relative to the U.S. dollar. As a result, the Company is exposed to exchange rate fluctuations, which could have an adverse effect on its results of operations.

The Company's Liabilities Related to Discontinued Operations and Former Businesses Could Adversely Impact Its Financial Condition

The Company has both recognized and potential liabilities and costs related to discontinued operations and former businesses, certain of which are unrelated to the media business, including leases, guarantees, environmental liabilities, liabilities related to the pensions and medical expenses of retirees, asbestos liabilities, contractual disputes and other

pending and threatened litigation. The Company cannot be assured that its reserves are sufficient to cover these liabilities in their entirety or any one of these liabilities when it becomes due or at what point any of these liabilities may come due. Therefore, there can be no assurances that these liabilities will not have a material adverse effect on the Company's financial position, operating performance or cash flow.

The Company Could Be Adversely Affected by Strikes and Other Union Activity

The Company and its suppliers engage the services of writers, directors, actors and other talent, trade employees and others who are subject to collective bargaining agreements. If the Company or its suppliers are unable to renew expiring collective bargaining agreements, it is possible that the affected unions or others could take action in the form of strikes or work stoppages. Such actions, higher costs in connection with these agreements or a significant labor dispute could adversely affect the Company's television, radio, cable networks, interactive and motion picture businesses by disrupting the Company's ability to provide scheduled services and programming or by causing delays in the production of the Company's television or radio programming or motion pictures. Depending on its duration, any lockout, strike or work stoppage could have an adverse effect on the Company's revenues, cash flows and/or operating income and/or the timing thereof.

Political and Economic Risks Associated with the Company's International Businesses Could Harm the Company's Financial Condition or Results of Operations

The Company's businesses operate and have customers worldwide. Inherent risks of doing business in international markets include, among other risks, changes in the economic environment, export restrictions, exchange controls, tariffs and other trade barriers and longer payment cycles. The Company may incur substantial expense as a result of the imposition of new restrictions or changes in the existing economic environment in the regions where it does business. In addition, acts of terrorism or other hostilities, or other future financial, political, economic or other uncertainties, could lead to a reduction in advertising expenditures, which could materially adversely affect the Company's business, financial condition or results of operations.

NAI, Through Its Voting Control of the Company, Is in a Position to Control Actions that Require Stockholder Approval

NAI, through its direct and indirect ownership of the Company's Class A Common Stock, has voting control of the Company. Mr. Sumner M. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, serves as Executive Chairman of the Company's Board of Directors, and Ms. Shari Redstone, the president and a director of NAI, serves as Vice Chair of the Company's Board of Directors. In addition, Mr. David R. Andelman is a director of NAI and serves as a director of the Company. NAI is in a position to control the outcome of corporate actions that require stockholder approval, including the election of directors and transactions involving a change of control. Other stockholders who may have different interests are unable to affect the outcome of the corporate actions of the Company for so long as NAI retains voting control.

Sales of Shares of Common Stock by NAI Could Adversely Affect the Stock Price

NAI, through its direct and indirect ownership of the Company's Class A Common Stock, has voting control of the Company. Based on information received from NAI, shares of the Company's voting Class A common stock and non-voting Class B common stock owned by NAI Entertainment Holdings LLC ("NAI EH"), a wholly-owned subsidiary of NAI, are pledged to NAI EH's lenders. NAI holds more than 50% of the Company's voting Class A shares directly and these shares are not pledged. If NAI EH defaults on its obligations and the lenders foreclose on the collateral, the lenders or anyone to whom the lenders transfer the Company's shares could sell such shares or convert those shares of voting Class A Common Stock into shares of non-voting Class B Common Stock and sell such shares, which could adversely affect the Company's share price. Additionally, if the lenders foreclose on the pledged shares of voting Class A Common Stock, NAI will no longer directly or indirectly own those shares and such lenders or other transferees would have voting rights in the Company. In addition, there can be no assurance that NAI

or NAI EH at some future time will not sell or pledge additional shares of the Company's stock, which could adversely affect the Company's share price.

Many Factors May Cause the Stock Price of the Company's Class A Common Stock and Class B Common Stock to Fluctuate

The stock price of Class A Common Stock and Class B Common Stock may fluctuate significantly as a result of many factors. These factors, some or all of which are beyond the Company's control, include:

- actual or anticipated fluctuations in the Company's operating results;
- changes in expectations as to the Company's future financial performance or changes in financial estimates of securities analysts;
- success of the Company's operating and growth strategies;
- investor anticipation of strategic, technological or regulatory threats, whether or not warranted by actual events;
- operating and stock price performance of other comparable companies; and
- realization of any of the risks described in these risk factors.

In addition, the stock market has experienced volatility that often has been unrelated or disproportionate to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the trading prices of the Company's common stock, regardless of the Company's actual operating performance.

The Businesses of the Company and Viacom Inc. Will Be Attributable to the Other Company for Certain Regulatory Purposes, Which May Limit Business Opportunities

So long as the Company and Viacom Inc. are under common control, each company's businesses, as well as the businesses of any other commonly controlled company, will be attributable to the other company for purposes of certain rules and regulations of the FCC, U.S. and non-U.S. antitrust rules and regulations and certain rules regarding political campaign contributions in the U.S., among others potentially. The businesses of one company will continue to be attributable to the other company for certain FCC and other purposes even after the two companies cease to be commonly controlled, if the two companies share common officers, directors, or attributable stockholders. As a result, the businesses and conduct of Viacom Inc. may have the effect of limiting and affecting the activities, strategic business alternatives and business terms available to the Company, including limitations to which the Company contractually agreed in connection with the Company's separation of former Viacom Inc. ("Former Viacom") into two publicly traded entities, CBS Corporation and new Viacom Inc., which was completed on December 31, 2005 (the "Separation").

In Connection with the Separation, Each Company Will Rely on the Other Company's Performance Under Various Agreements Between the Companies

In connection with the Separation, the Company and Viacom Inc. entered into various agreements, including the Separation Agreement, a tax matters agreement dated December 30, 2005, which is filed as an exhibit to this report, effective as of the Separation (the "Tax Matters Agreement") and certain related party arrangements pursuant to which the Company and Viacom Inc. will provide services and products to each other from and after the Separation. The Separation Agreement sets forth the allocation of assets, liabilities, rights and obligations of the Company and Viacom Inc. following the Separation, and includes indemnification obligations for such liabilities and obligations. In addition, pursuant to the Tax Matters Agreement, certain income tax liabilities and related responsibilities are allocated between, and indemnification obligations are assumed by, each of the Company and Viacom Inc. Each company will rely on the other to satisfy its performance and payment obligations under these agreements. Certain of the liabilities to be assumed or indemnified by the Company or Viacom Inc. under these agreements are legal or contractual liabilities of the other company. If Viacom Inc. were to breach or be unable to satisfy its material obligations under these

agreements, including a failure to satisfy its indemnification obligations, the Company could suffer operational difficulties or significant losses.

Certain Members of Management, Directors and Stockholders May Face Actual or Potential Conflicts of Interest

The management and directors of the Company may own both CBS Corp. common stock and Viacom Inc. common stock, and both the Company and Viacom Inc. are controlled by NAI. Mr. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, serves as Executive Chairman of the Company's Board of Directors and executive chairman of Viacom Inc.'s board of directors. Ms. Redstone, the president and a director of NAI, serves as Vice Chair of the Board of Directors of each of the Company and Viacom Inc. Mr. David R. Andelman is a director of NAI and serves as a director of the Company. Mr. Frederic V. Salerno is a director of Viacom Inc. and serves as a director of the Company. This ownership overlap and these common directors could create, or appear to create, potential conflicts of interest when the Company's and Viacom Inc.'s management, directors and controlling stockholder face decisions that could have different implications for the Company and Viacom Inc. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between the Company and Viacom Inc. regarding the terms of the agreements governing the Separation and the relationship between the Company and Viacom Inc. thereafter. These agreements include, among others, the Separation Agreement, the Tax Matters Agreement and any commercial agreements between the parties or their affiliates. On occasion, the Company and Viacom Inc. may compete with each other in various commercial enterprises. Potential conflicts of interest could also arise if the Company and Viacom Inc. enter into any commercial arrangements with each other in the future. Each of Mr. Redstone and Ms. Redstone may also face conflicts of interest with regard to the allocation of his or her time between the Company and Viacom Inc. CBS Corp.'s certificate of incorporation contains provisions related to corporate opportunities that may be of interest to both the Company and Viacom Inc. CBS Corp.'s certificate of incorporation provides that in the event that a director, officer or controlling stockholder of the Company who is also a director, officer or controlling stockholder of Viacom Inc. acquires knowledge of a potential corporate opportunity for both the Company and Viacom Inc., such director, officer or controlling stockholder may present such opportunity to the Company or Viacom Inc. or both, as such director, officer or controlling stockholder deems appropriate in his or her sole discretion, and that by doing so such person will have satisfied his or her fiduciary duties to the Company and its stockholders. In addition, CBS Corp.'s certificate of incorporation provides that the Company renounces any interest in any such opportunity presented to Viacom Inc. These provisions create the possibility that a corporate opportunity of one of such companies may be used for the benefit of the other company.

Item 1B. *Unresolved Staff Comments.*

Not applicable.

Item 2. *Properties.*

The Company maintains its world headquarters at 51 West 52nd Street, New York, New York, where it owns a building containing approximately 900,000 square feet of space, 831,000 square feet of which is office space. The Company occupies approximately 276,000 square feet of the office space and leases the balance to third parties. The Company owns the CBS Broadcast Center complex located on approximately 3.7 acres at 524 West 57th Street, New York, New York, which consists of approximately 860,000 square feet of office and studio space. The Company also owns two studio facilities in California: (a) the CBS Studio Center at 4024 Radford Avenue, Studio City, California, located on approximately 40 acres, and (b) CBS Television City at 7800 Beverly Boulevard, Los Angeles, California, located on approximately 25 acres. Showtime Networks leases approximately 200,000 square feet at 1633 Broadway, New York, New York under a lease which expires in 2026. Simon & Schuster leases approximately 290,000 square feet of office space at 1230 Avenue of the Americas, New York, New York, which lease runs to 2019. CBS Interactive leases approximately 280,000 square feet of space at 235 2nd Street, San Francisco, California under a lease which expires in 2022. The Company and its subsidiaries also own and lease office, studio and warehouse space and broadcast, antenna and satellite transmission facilities throughout the U.S., Canada and several other foreign countries for its businesses. The Company considers its properties adequate for its present needs.

Item 3. *Legal Proceedings.*

General. On an ongoing basis, the Company vigorously defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state, local and international authorities (collectively, "litigation"). Litigation may be brought against the Company without merit, is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the below-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

Claims Related to Former Businesses: Asbestos. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2014, the Company had pending approximately 41,100 asbestos claims, as compared with approximately 45,150 as of December 31, 2013 and 45,900 as of December 31, 2012. During 2014, the Company received approximately 3,880 new claims and closed or moved to an inactive docket approximately 7,930 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2014 and 2013 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $11 million and $29 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year and insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

Filings include claims for individuals suffering from mesothelioma, a rare cancer, the risk of which is allegedly increased by exposure to asbestos; lung cancer, a cancer which may be caused by various factors, one of which is alleged to be asbestos exposure; other cancers, and conditions that are substantially less serious, including claims brought on behalf of individuals who are asymptomatic as to an allegedly asbestos-related disease. The predominant number of claims against the Company are non-cancer claims. In a substantial number of the pending claims, the plaintiff has not yet identified the claimed injury. The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims. While the number of asbestos claims filed against the Company has trended down in the past five to ten years and has remained flat in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

Other. The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives

personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

Item 4. *Mine Safety Disclosures.*

Not applicable.

EXECUTIVE OFFICERS OF THE COMPANY

Set forth below is certain information concerning the executive officers of the Company as of February 10, 2015.

Name	Age	Title
Sumner M. Redstone	91	Executive Chairman of the Board of Directors and Founder
Leslie Moonves	65	President and Chief Executive Officer and Director
Anthony G. Ambrosio	54	Senior Executive Vice President, Chief Administrative Officer and Chief Human Resources Officer
Joseph R. Ianniello	47	Chief Operating Officer
Richard M. Jones	49	Executive Vice President and General Tax Counsel
Lawrence Liding	46	Executive Vice President, Controller and Chief Accounting Officer
Gil Schwartz	63	Senior Executive Vice President and Chief Communications Officer
Angeline C. Straka	69	Executive Vice President, Deputy General Counsel and Secretary
Lawrence P. Tu	60	Senior Executive Vice President and Chief Legal Officer

None of the executive officers of the Company is related to any other executive officer or director by blood, marriage or adoption except that Shari Redstone, Vice Chair of the Board of Directors of the Company, is the daughter of Sumner M. Redstone.

Mr. Redstone is the Company's Founder and has been Executive Chairman of the Board of the Company since January 1, 2006. He was Chairman of the Board of Former Viacom from 1987 until January 1, 2006 and served as Chief Executive Officer of Former Viacom from 1996 until January 1, 2006. Mr. Redstone has also served as Chairman of the Board of NAI since 1986 and Chief Executive Officer of NAI since 1967. He served as President of NAI from 1967 through 1999. Mr. Redstone served as the first Chairman of the Board of the National Association of Theatre Owners and is currently a member of its Executive Committee. Mr. Redstone has lectured at a variety of universities, including Harvard Law School, Boston University School of Law and Brandeis University. Mr. Redstone graduated from Harvard University in 1944 and received a LL.B. from Harvard University School of Law in 1947. Upon graduation, Mr. Redstone served as Law Secretary with the United States Court of Appeals and then as a Special Assistant to the United States Attorney General. Mr. Redstone served in the Military Intelligence Division during World War II. While a student at Harvard, he was selected to join a special intelligence group whose mission was to break Japan's high-level military and diplomatic codes. Mr. Redstone received, among other honors, two commendations from the Military Intelligence Division in recognition of his service, contribution and devotion to duty. He is also a recipient of the Army Commendation Award. Mr. Redstone also serves as Executive Chairman of the Board of Directors and Founder of Viacom Inc.

Mr. Moonves has been President and Chief Executive Officer and a Director of the Company since January 1, 2006. Previously, Mr. Moonves served as Co-President and Co-Chief Operating Officer of Former Viacom since June 2004. Prior to that, Mr. Moonves served as Chairman and Chief Executive Officer of CBS since 2003 and as its President and Chief Executive Officer since 1998. Mr. Moonves joined former CBS Corporation in 1995 as President, CBS Entertainment. Prior to that, Mr. Moonves was President of Warner Bros. Television since July 1993.

Mr. Ambrosio has been Senior Executive Vice President, Chief Administrative Officer and Chief Human Resources Officer of the Company since June 2013. Prior to that, Mr. Ambrosio served as Executive Vice President, Human Resources and Administration of the Company since January 1, 2006. Previously, he served as Co-Executive Vice President, Human Resources of Former Viacom since September 2005 and as Senior Vice President, Human Resources

and Administration of the CBS, Infinity and Viacom Outdoor businesses since 2000. Prior to that, Mr. Ambrosio served as Vice President, Corporate Human Resources of the former CBS Corporation from 1999 to 2000, as Vice President, Benefits of the former CBS Corporation from 1995 to November 1999 and as Director, Personnel of the former CBS Corporation in 1995. He joined the former CBS Corporation in 1985 and held various positions in the human resources area since that time.

Mr. Ianniello has been Chief Operating Officer of the Company since June 2013. Prior to that, Mr. Ianniello served as Executive Vice President and Chief Financial Officer of the Company since August 2009. Previously, he served as Deputy Chief Financial Officer of the Company since November 2008, as Senior Vice President, Chief Development Officer and Treasurer of the Company since September 2007, as Senior Vice President, Finance and Treasurer of the Company since January 1, 2006, as Senior Vice President and Treasurer of Former Viacom since July 2005, as Vice President, Corporate Development of Former Viacom from 2000 to 2005.

Mr. Jones has been Executive Vice President and General Tax Counsel since August 2014. Previously, he served as Senior Vice President and General Tax Counsel of the Company since January 1, 2006 and for Former Viacom in December 2005. Prior to that, he served as Vice President of Tax, Assistant Treasurer and Tax Counsel for NBC Universal, Inc. since 2003 and he spent 13 years with Ernst & Young in their media & entertainment and transaction advisory services practices. Mr. Jones also served honorably as a non-commissioned officer in the U.S. Army's 75th Ranger Regiment.

Mr. Liding has been Executive Vice President, Controller and Chief Accounting Officer of the Company since August 2014. Previously, he served as Senior Vice President, Controller and Chief Accounting Officer of the Company since October 2011, Vice President, Deputy Controller of the Company since March 2010 and Vice President, Assistant Controller since January 1, 2006. Prior to that, Mr. Liding joined Former Viacom in 1995 and served as Vice President of Financial Reporting from 2002 through 2005.

Mr. Schwartz has been Senior Executive Vice President and Chief Communications Officer of the Company since June 2013. Prior to that, he served as Executive Vice President and Chief Communications Officer of the Company since January 1, 2006. Previously, he was Executive Vice President of CBS Communications Group, which served the Company's broadcast and local television, syndication, radio and outdoor operations, among others, from 2004 until January 1, 2006. He was Senior Vice President, Communications of CBS from 2000 to 2004, and Senior Vice President, Communications of the former CBS Corporation from 1996 to 2000. Mr. Schwartz served as Vice President, Corporate Communications of Westinghouse Broadcasting from 1995 to 1996. Prior to that, Mr. Schwartz served as Vice President, Communications for Westinghouse Broadcasting's Group W Television Stations from 1989 to 1995. Mr. Schwartz joined Westinghouse Broadcasting in 1981.

Ms. Straka has been Executive Vice President, Deputy General Counsel and Secretary of the Company since October 2014. Prior to that, Ms. Straka served as Senior Vice President, Deputy General Counsel and Secretary of the Company since January 1, 2006 and Vice President and Associate General Counsel and Co-Head of the Corporate, Transactions and Securities practice group in the corporate law department of Former Viacom. Prior to joining the Former Viacom corporate law department in February 2001, Ms. Straka served as Senior Vice President, General Counsel and Secretary of Infinity Broadcasting Corporation, then a majority-owned public subsidiary of Former Viacom, from May 2000. Ms. Straka was Vice President, Deputy General Counsel and Secretary of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, since 1994 and up to the time of the May 2000 merger of Former Viacom and the former CBS Corporation.

Mr. Tu has been Senior Executive Vice President and Chief Legal Officer of the Company since January 1, 2014. Previously, Mr. Tu served as Senior Vice President, General Counsel and Secretary of Dell Inc. since July 2004. Prior to that, Mr. Tu served as Executive Vice President and General Counsel of NBC Universal since 2001. He was previously a partner with the law firm, O'Melveny & Myers LLP, and also served five years as managing partner of the firm's Hong Kong office. Mr. Tu's prior experience also includes serving as General Counsel Asia-Pacific for Goldman Sachs, attorney for the U.S. State Department, and law clerk for U.S. Supreme Court Justice Thurgood Marshall.

Part II

Item 5. *Market for CBS Corporation's Common Equity, Related Stockholder Matters and Purchases of Equity Securities.*

CBS Corporation (the "Company" or "CBS Corp.") voting Class A Common Stock and CBS Corporation non-voting Class B Common Stock are listed and traded on the New York Stock Exchange ("NYSE") under the symbols "CBS.A" and "CBS", respectively.

The following table sets forth, for the calendar periods indicated, the per share range of high and low sales prices for CBS Corporation's Class A and Class B Common Stock, as reported on the NYSE.

	Voting Class A Common Stock		Non-Voting Class B Common Stock	
	High	Low	High	Low
2014				
1st quarter	$ 68.00	$ 55.74	$ 68.10	$ 55.71
2nd quarter	$ 63.82	$ 55.33	$ 63.96	$ 55.01
3rd quarter	$ 65.07	$ 53.62	$ 65.24	$ 53.49
4th quarter	$ 57.48	$ 49.24	$ 56.67	$ 48.83
2013				
1st quarter	$ 47.30	$ 37.48	$ 47.42	$ 37.43
2nd quarter	$ 52.34	$ 43.84	$ 52.46	$ 43.77
3rd quarter	$ 57.14	$ 48.68	$ 57.47	$ 48.45
4th quarter	$ 64.00	$ 53.15	$ 64.06	$ 53.01

On January 30, 2015, the Company announced a quarterly cash dividend of $.15 per share on its Class A and Class B Common Stock, payable on April 1, 2015. The Company declared a quarterly cash dividend on its Class A and Class B Common Stock during each of the four quarters of 2014 and 2013, resulting in total annual dividends of $296 million for 2014 and $295 million for 2013. CBS Corp. currently expects to continue to pay a regular cash dividend to its stockholders.

In November 2010, the Company announced that its Board of Directors approved a program to repurchase $1.5 billion of the Company's common stock. Since then, various increases to such amount have been approved and announced, including most recently a $3.0 billion increase to the amount available under such program on August 7, 2014. Below is a summary of CBS Corp.'s purchases of its Class B Common Stock during the three months ended December 31, 2014 under this publicly announced share repurchase program.

(in millions, except per share amounts)	Total Number of Shares Purchased	Average Price Per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Remaining Authorization
October 1, 2014 - October 31, 2014	3.2	$52.50	3.2	$ 5,432
November 1, 2014 - November 30, 2014	4.8	$52.86	4.8	$ 5,178
December 1, 2014 - December 31, 2014	6.9	$54.60	6.9	$ 4,800
Total	14.9	$53.59	14.9	$ 4,800

As of February 10, 2015, there were approximately 1,661 record holders of CBS Corp. Class A Common Stock and approximately 23,708 record holders of CBS Corp. Class B Common Stock.

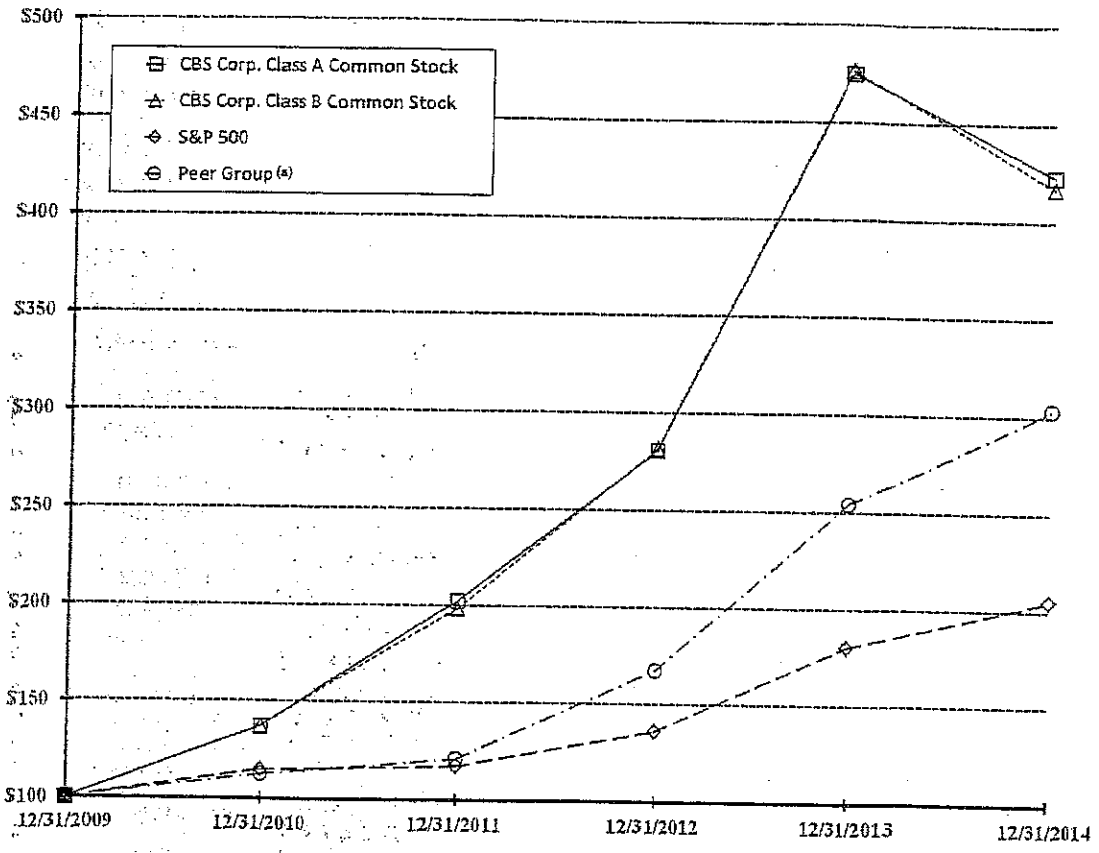
Additional information required by this item is contained in the CBS Corp. Proxy Statement for the Company's 2015 Annual Meeting of Stockholders under the heading "Equity Compensation Plan Information," which information is incorporated herein by reference.

Performance Graph

The following graph compares the cumulative total stockholder return on CBS Corp. Class A and Class B Common Stock with the cumulative total return on the companies listed in the Standard & Poor's 500 Stock Index ("S&P 500") and a Peer Group of companies identified below.

The performance graph assumes $100 invested on December 31, 2009 in each of the Class A and Class B Common Stock of CBS Corp., the S&P 500 and the Peer Group identified below including reinvestment of dividends, through the calendar year ended December 31, 2014.

Total Cumulative Stockholder Return
For Five-Year Period Ending December 31, 2014



December 31,	2009	2010	2011	2012	2013	2014
CBS Corp. Class A Common Stock	$100	$137	$202	$281	$475	$423
CBS Corp. Class B Common Stock	$100	$137	$198	$282	$476	$417
S&P 500	$100	$115	$117	$136	$180	$205
Peer Group (a)	$100	$112	$121	$168	$254	$303

(a) The Peer Group consists of the following companies: The Walt Disney Company, Twenty-First Century Fox, Inc., Time Warner Inc. and Cumulus Media Inc. Clear Channel Outdoor Holdings, Inc., which was previously included in the peer group, has been excluded due to the split-off of CBS Outdoor Americas Inc. in July 2014.

Item 6. *Selected Financial Data.*

CBS CORPORATION AND SUBSIDIARIES
(In millions, except per share amounts)

	Year Ended December 31, [a] [b]				
	2014 [c]	2013	2012	2011	2010
Revenues	$ 13,806	$ 14,005	$ 12,820	$ 12,381	$ 12,271
Operating income	$ 2,896	$ 3,025	$ 2,778	$ 2,423	$ 1,803
Net earnings from continuing operations	$ 1,354	$ 1,738	$ 1,508	$ 1,263	$ 739
Net earnings (loss) from discontinued operations, net of tax	$ 1,605	$ 141	$ 66	$ 42	$ (15)
Net earnings	$ 2,959	$ 1,879	$ 1,574	$ 1,305	$ 724
Basic net earnings (loss) per common share:					
Net earnings from continuing operations	$ 2.46	$ 2.86	$ 2.35	$ 1.90	$ 1.09
Net earnings (loss) from discontinued operations, net of tax	$ 2.92	$ .23	$ .10	$ .06	$ (.02)
Net earnings	$ 5.38	$ 3.09	$ 2.45	$ 1.97	$ 1.07
Diluted net earnings (loss) per common share:					
Net earnings from continuing operations	$ 2.41	$ 2.79	$ 2.29	$ 1.85	$ 1.06
Net earnings (loss) from discontinued operations, net of tax	$ 2.86	$ .23	$ .10	$ .06	$ (.02)
Net earnings	$ 5.27	$ 3.01	$ 2.39	$ 1.92	$ 1.04
Dividends per common share	$ .54	$ .48	$ .44	$ .35	$ .20
At Year End:					
Total assets:					
Continuing operations	$ 24,033	$ 22,912	$ 22,473	$ 22,059	$ 21,828
Discontinued operations	39	3,475	3,993	4,161	4,336
Total assets	$ 24,072	$ 26,387	$ 26,466	$ 26,220	$ 26,164
Total debt:					
Continuing operations	$ 7,146	$ 6,435	$ 5,921	$ 5,981	$ 5,998
Discontinued operations	—	14	14	22	23
Total debt	$ 7,146	$ 6,449	$ 5,935	$ 6,003	$ 6,021
Total Stockholders' Equity	$ 6,970	$ 9,966	$ 10,213	$ 9,908	$ 9,821

(a) On April 2, 2014, CBS Outdoor Americas Inc. ("Outdoor Americas"), which was previously a subsidiary of CBS Corporation (the "Company" or "CBS Corp.") and has been renamed Outfront Media Inc., completed an initial public offering through which it sold approximately 19% of its common stock and on July 16, 2014, CBS Corp. disposed of its approximately 81% ownership of Outdoor Americas through a tax-free split-off. Outdoor Americas has been presented as a discontinued operation in the Company's consolidated financial statements for all periods presented. For 2014, net earnings from discontinued operations, net of tax, includes a gain on the disposal of Outdoor Americas of $1.56 billion, or $2.78 per diluted share.

(b) On September 30, 2013, the Company completed the sale of its outdoor advertising business in Europe, which included an interest in an outdoor business in Asia ("Outdoor Europe") for $225 million. Outdoor Europe has been presented as a discontinued operation in the Company's consolidated financial statements for all periods presented.

(c) In 2014, in connection with the early redemption of $1.07 billion of its debt, the Company recorded a pretax loss on early extinguishment of debt of $352 million ($219 million, net of tax), or $.39 per diluted share.

Item 7. *Management's Discussion and Analysis of Results of Operations and Financial Condition.*
(Tabular dollars in millions, except per share amounts)

Management's discussion and analysis of the results of operations and financial condition of CBS Corporation (together with its consolidated subsidiaries, unless the context otherwise requires, the "Company" or "CBS Corp.") should be read in conjunction with the consolidated financial statements and related notes.

Overview

The Company operates businesses which span the media and entertainment industries, including the CBS Television Network, cable networks, content production and distribution, television and radio stations, Internet-based businesses, and consumer publishing. The Company's principal strategy is to create and acquire premium content that is widely accepted by audiences and generate both advertising and non-advertising revenues from the distribution of this content on multiple media platforms and to various geographic locations. The Company is increasing its investment in both Company-owned and acquired premium content to enhance its opportunities for revenue growth, which include exhibiting the Company's content on digital and other platforms through licensing and subscription services; expanding the distribution of its content internationally; and securing compensation from multichannel video programming distributors ("MVPDs") and television stations affiliated with the CBS Television Network. The Company also seeks to grow its advertising revenues by monetizing all content viewership as industry measurements evolve to reflect viewers' changing habits. The Company's continued ability to capitalize on these and other emerging opportunities will provide it with incremental advertising and non-advertising revenues and serves to diversify the Company's business model.

For 2014, revenues of $13.81 billion decreased 1% from $14.01 billion in 2013 primarily driven by 4% lower advertising revenues as 2013 included the benefit from the broadcast of the Super Bowl on the CBS Television Network and 2014 was impacted by four fewer *NCAA Division I Men's Basketball Championship* ("NCAA Tournament") games broadcast on CBS. Taken together these items impacted the revenue comparison by three percentage points. The impact from these items was offset by the addition of *Thursday Night Football* on CBS in 2014, increased political advertising spending associated with midterm elections, and 6% growth in affiliate and subscription fee revenues.

The Company reported operating income of $2.90 billion in 2014, a decrease of 4% from $3.03 billion in 2013, reflecting an increased investment in programming, primarily for National Football League ("NFL") games. The investment in NFL programming has contributed to strong ratings for the 2014/2015 broadcast season, which also includes three successful new Company-owned television series that have all generated higher ratings in their respective time periods compared with the prior season.

For 2014, net earnings from continuing operations were $1.35 billion compared with $1.74 billion for 2013 and diluted net earnings per share ("EPS") from continuing operations were $2.41 for 2014 compared with $2.79 for 2013. Comparability of results for 2014 versus 2013 was impacted by several discrete items that were not part of the normal course of operations. The following tables present adjusted net earnings and adjusted diluted EPS from continuing operations, which exclude the impact of these discrete items. These adjusted results are non-GAAP financial measures, which are reconciled below to the most directly comparable financial measures in accordance with accounting principles generally accepted in the United States ("GAAP"). The Company believes that presenting its financial results adjusted for the impact of these items is relevant and useful for investors because it allows investors to view performance in a manner similar to the method used by the Company's management and provides a clearer perspective on the current underlying performance of the Company.

Year Ended December 31,	2014	2013
Net earnings from continuing operations	$ 1,354	$ 1,738
Exclude:		
Loss on early extinguishment of debt (net of tax benefit of $133 million)	219	—
Impairment charge (including tax provision of $22 million)	74	—
Restructuring charges (net of tax benefit of $10 million in 2014 and $8 million in 2013)	16	12
Adjusted net earnings from continuing operations	$ 1,663	$ 1,750

Year Ended December 31,	2014	2013
Diluted EPS from continuing operations	$ 2.41	$ 2.79
Exclude:		
Loss on early extinguishment of debt	.39	—
Impairment charge	.13	—
Restructuring charges	.03	.02
Adjusted diluted EPS from continuing operations [a]	$ 2.96	$ 2.80

(a) Amounts may not sum as a result of rounding.

On April 2, 2014, CBS Outdoor Americas Inc. ("Outdoor Americas"), which was previously a subsidiary of the Company and has been renamed Outfront Media Inc., completed an initial public offering ("IPO") through which it sold 23.0 million shares, or approximately 19%, of its common stock for $28.00 per share. On July 16, 2014, the Company completed the disposition of its 81% ownership of Outdoor Americas common stock through a tax-free split-off (the "Split-Off"). In connection with the Split-Off, the Company accepted 44.7 million shares of CBS Corp. Class B Common Stock from its stockholders in exchange for the 97.0 million shares of Outdoor Americas common stock that it owned. The Split-Off resulted in a gain of $1.56 billion which is included in net earnings from discontinued operations for 2014. In aggregate, the Company received $4.76 billion from the disposition of Outdoor Americas, including proceeds from Outdoor Americas' IPO and debt borrowings, and the fair value of shares received in the Split-Off.

During 2013, the Company completed the sale of its outdoor advertising business in Europe, which included an interest in an outdoor business in Asia ("Outdoor Europe") for $225 million. Outdoor Americas and Outdoor Europe have been presented as discontinued operations in the Company's consolidated financial statements for all periods presented.

During 2014, the Company also repurchased 60.3 million shares of its Class B Common Stock for $3.61 billion, at an average price of $59.88 per share. During the first quarter of 2015, the Company expects to spend approximately $1.0 billion to repurchase shares of CBS Corp. Class B Common Stock. As of February 10, 2015, the Company had $4.08 billion of authorization remaining under its share repurchase program. Also during 2014, the Company declared dividends of $.54 per share, totaling $296 million on its Class A and Class B Common Stock. On January 30, 2015 the Company announced a quarterly cash dividend of $.15 per share, payable on April 1, 2015.

During 2014, the Company redeemed $1.17 billion of its debt for $1.51 billion, including early redemption premiums, and also issued $1.75 billion of senior notes at significantly lower interest rates. During January 2015, the Company issued an additional $1.20 billion of senior notes, and used the net proceeds for the repurchase of CBS Corp. Class B Common Stock and repayment of short-term borrowings. The Company had $7.72 billion of long-term debt outstanding at January 31, 2015, $6.53 billion at December 31, 2014, and $5.96 billion at December 31, 2013, at weighted average interest rates of 4.7%, 4.9% and 6.0%, respectively.

The Company generated operating cash flow from continuing operations of $1.21 billion in 2014 and $1.78 billion in 2013. Included in operating cash flow for 2014 are payments of $360 million associated with the early extinguishment of debt, primarily for early redemption premiums. The decrease in operating cash flow also reflects the timing of payments for sports programming, as well as the benefit to 2013 from CBS's Super Bowl broadcast. These declines were partially offset by higher collections from television licensing sales and contributions of $150 million in 2013 to prefund the Company's qualified pension plans, with no comparable amount in 2014. Free cash flow for 2014 was $1.00 billion compared with $1.57 billion for 2013. Free cash flow is a non-GAAP financial measure. See "Free Cash Flow" on pages II-13 and II-14 for a reconciliation of net cash flow provided by (used for) operating activities, the most directly comparable financial measure in accordance with GAAP, to free cash flow.

CBS Corp operates in the following four segments:

ENTERTAINMENT: The Entertainment segment consists of the *CBS Television Network, CBS Television Studios, CBS Global Distribution Group, CBS Interactive* and *CBS Films*. Entertainment's revenues are generated primarily from advertising sales, the licensing and distribution of its content, and affiliate and subscription fees. The Entertainment segment contributed 60%, 62% and 60% to consolidated revenues in 2014, 2013, and 2012, respectively, and 45%, 53% and 50% to consolidated operating income in 2014, 2013, and 2012, respectively.

CABLE NETWORKS: The Cable Networks segment consists of *Showtime Networks, CBS Sports Network* and *Smithsonian Networks*. Cable Networks' revenues are generated primarily from affiliate fees, and the licensing and distribution of its content. The Cable Networks segment contributed 16%, 15% and 14% to consolidated revenues in 2014, 2013, and 2012, respectively, and 34%, 29% and 28% to consolidated operating income in 2014, 2013, and 2012, respectively.

PUBLISHING: The Publishing segment consists of Simon & Schuster's consumer book publishing business with imprints such as *Simon & Schuster, Pocket Books, Scribner* and *Atria Books*. Publishing generates revenues from the distribution of consumer books in print, digital and audio formats. The Publishing segment contributed 6% to consolidated revenues in each of the years 2014, 2013, and 2012, and 3%, 4% and 3% to consolidated operating income in 2014, 2013, and 2012, respectively.

LOCAL BROADCASTING: The Local Broadcasting segment consists of *CBS Television Stations* and *CBS Radio*, with revenues generated primarily from advertising sales and affiliate fees. The Local Broadcasting segment contributed 20%, 19% and 22% to consolidated revenues in 2014, 2013, and 2012, respectively, and 28%, 27% and 31% to consolidated operating income in 2014, 2013, and 2012, respectively.

Consolidated Results of Operations—2014 vs. 2013 and 2013 vs. 2012

Revenues

The following tables present the Company's consolidated revenues by type for each of the years ended December 31, 2014, 2013 and 2012:

Revenues by Type			Increase/(Decrease)			Increase/(Decrease)
Year Ended December 31,	2014	2013	2014 vs. 2013		2012	2013 vs. 2012
Advertising	$ 7,204	$ 7,525	$ (321)	(4)%	$ 7,191	$ 334 5%
Content licensing and distribution	3,990	3,997	(7)	—	3,468	529 15
Affiliate and subscription fees	2,362	2,221	141	6	1,921	300 16
Other	250	262	(12)	(5)	240	22 9
Total Revenues	$ 13,806	$ 14,005	$ (199)	(1)%	$ 12,820	$ 1,185 9%

	Year Ended December 31,		
Percentage of Revenues by Type	2014	2013	2012
Advertising	52%	54%	56%
Content licensing and distribution	29	29	27
Affiliate and subscription fees	17	15	15
Other	2	2	2
Total	100%	100%	100%

Advertising

Advertising revenues decreased 4% to $7.20 billion in 2014 from $7.53 billion in 2013. This decrease reflects the benefit to 2013 from the CBS Television Network's Super Bowl broadcast, which is broadcast on the CBS Television Network once every three years, and the broadcast of four fewer NCAA Tournament games on CBS during 2014. Taken together these items impacted the advertising revenue comparison by five percentage points. These decreases were partially offset by the addition of *Thursday Night Football* on CBS in 2014 as well as political advertising spending associated with midterm elections.

In 2013, advertising revenues increased 5% to $7.53 billion from $7.19 billion in 2012. This growth was principally driven by an increase at the CBS Television Network, including the 2013 broadcast of the Super Bowl, and increases at CBS Interactive. These increases were partially offset by lower political advertising revenues as 2012 benefited from the U.S. presidential election.

In 2015, the local advertising revenue comparison will be impacted by the benefit in 2014 from political advertising spending associated with midterm elections. For national advertising, upfront advertising sales for the 2014/2015 television broadcast season, which runs from the middle of September 2014 through the middle of September 2015, resulted in pricing increases with lower overall volume, compared with the 2013/2014 broadcast season. As a result, in 2015 more advertising spots will be available in the scatter advertising market, which is when advertisers purchase the remaining advertising spots closer to the broadcast of the related programming. Overall advertising revenues will be impacted by ratings for the Company's programming as well as market conditions, including demand in the scatter advertising market. (See page I-2 for a description of advertising sales in the upfront and scatter markets.)

Content licensing and distribution

Content licensing and distribution revenues are principally comprised of fees from the licensing of internally produced television programming to multiple media platforms and in various geographic locations; fees from the distribution of third party programming; and revenues from the publishing and distribution of consumer books. For 2014, content licensing and distribution revenues of $3.99 billion were comparable with 2013 revenues of $4.00

billion reflecting higher revenues from the licensing of the Company's television programming offset by lower revenues from book sales and theatrical releases. For 2013, content licensing and distribution revenues increased 15% to $4.00 billion from $3.47 billion in 2012 reflecting growth from the domestic and international licensing of programming. Significant contributors to television licensing revenues in 2014 included *Blue Bloods*, *Hawaii Five-0*, and *Dexter* and in 2013 included *NCIS: Los Angeles* and *The Good Wife*.

For 2015, the content licensing and distribution revenue comparison will be impacted by fluctuations resulting from the timing of the availability of Company-owned television series for multi-year licensing agreements. Television license fee revenues are recognized at the beginning of the license period in which programs are made available to the licensee for exhibition.

Affiliate and subscription fees

Affiliate and subscription fees are principally comprised of revenues received from MVPDs for carriage of the Company's cable networks, as well as for authorizing the MVPDs' carriage of the Company's owned television stations ("retransmission fees"); fees received from television stations affiliated with the CBS Television Network ("station affiliation fees"); and subscription fees for online content. For 2014, affiliate and subscription fees increased 6% to $2.36 billion from $2.22 billion in 2013 and for 2013, affiliate and subscription fees increased 16% from $1.92 billion in 2012. These increases reflect higher rates across the Company. For 2014, the increase was partially offset by lower revenues from Showtime Networks' distribution of pay-per-view boxing events. In 2015, the Company expects continued growth in affiliate and subscription fees.

Other

Other revenues, which include ancillary fees for Entertainment, Cable Networks and Local Broadcasting operations, decreased 5% to $250 million in 2014 from $262 million in 2013, principally reflecting lower ancillary digital revenues. For 2013, other revenues increased 9% to $262 million from $240 million in 2012 primarily as a result of higher ancillary digital revenues.

International Revenues

International revenues primarily consist of television licensing revenues. The Company generated approximately 13% of its total revenues from international regions in each of 2014 and 2013, and 12% in 2012.

Year Ended December 31,	2014	% of International	2013	% of International	2012	% of International
United Kingdom	$ 270	15%	$ 359	20%	$ 245	16%
Other Europe	657	37	607	33	498	32
Canada	241	13	270	15	260	17
Asia	262	15	225	12	198	13
Other	363	20	366	20	344	22
Total International Revenues	$ 1,793	100%	$ 1,827	100%	$ 1,545	100%

Operating Expenses

The table below presents the Company's consolidated operating expenses by type for each of the years ended December 31, 2014, 2013 and 2012.

Operating Expenses by Type			Increase/(Decrease)			Increase/(Decrease)
Year Ended December 31,	2014	2013	2014 vs. 2013		2012	2013 vs. 2012	
Programming	$ 2,938	$ 3,047	$ (109)	(4)%	$ 2,621	$ 426	16 %
Production	2,493	2,491	2	—	2,149	342	16
Participation, distribution and royalty	1,185	1,112	73	7	1,004	108	11
Other	1,473	1,474	(1)	—	1,490	(16)	(1)
Total Operating Expenses	$ 8,089	$ 8,124	$ (35)	—%	$ 7,264	$ 860	12 %

Programming expenses represented 36% of total operating expenses for 2014, 38% for 2013 and 36% for 2012, and reflect the amortization of acquired rights of programs exhibited on the broadcast and cable networks, and television and radio stations. Programming expenses decreased 4% to $2.94 billion in 2014 from $3.05 billion in 2013 driven by the absence of costs associated with the CBS Television Network's broadcast of the Super Bowl in 2013. Programming expenses also reflect an increased investment in programming, primarily for *Thursday Night Football* on CBS, partially offset by lower costs for acquired television series as a result of a shift to a higher mix of internally developed television series during 2014. For 2013, programming expenses increased 16% to $3.05 billion from $2.62 billion in 2012 primarily reflecting higher sports programming costs associated with the 2013 broadcast of the Super Bowl on CBS and Showtime Networks' distribution of two pay-per-view boxing events, as well as higher investment in acquired television programming.

Production expenses represented 31% of total operating expenses for each of the years 2014 and 2013, and 30% for 2012, and reflect the amortization of direct costs of internally developed television and theatrical film content, as well as television and radio costs, including on-air talent and other production costs. For 2014, production expenses of $2.49 billion remained flat with 2013, as an increased investment in internally developed television programming was offset by lower costs associated with the mix of titles licensed under television licensing arrangements. For 2013, production expenses increased 16% to $2.49 billion from $2.15 billion in 2012 primarily driven by increased revenues from the first-cycle domestic availabilities of *NCIS: Los Angeles* and *The Good Wife*, as well as higher investment in internally developed television programming.

Participation, distribution and royalty costs, which represented 15% of total operating expenses for 2014 and 14% for each of the years 2013 and 2012, primarily include participation and residual expenses for television programming, royalty costs for Publishing content and other distribution expenses incurred with respect to television and feature film content, such as print and advertising. Participation, distribution and royalty costs increased 7% to $1.19 billion in 2014 from $1.11 billion in 2013, principally due to higher participations and residuals associated with the mix of titles licensed under television licensing arrangements, partially offset by lower advertising costs for feature films. For 2013, participation, distribution and royalty costs increased 11% to $1.11 billion from $1.00 billion in 2012, principally due to higher participations associated with higher revenues from the licensing of television programming.

Other operating expenses, which represented 18% of total operating expenses for each of the years 2014 and 2013, and 21% for 2012, primarily include compensation and costs associated with book sales, including printing and warehousing. For 2014, other operating expenses of $1.47 billion remained flat compared with 2013 and for 2013, decreased 1% to $1.47 billion from $1.49 billion in 2012.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses, which include expenses incurred for selling and marketing costs, occupancy and back office support, represented 18% of total revenues for each of the years 2014 and 2013, and 19% for 2012. For 2014, SG&A expenses decreased $84 million, or 3%, to $2.46 billion from $2.55 billion in 2013 primarily reflecting lower stock-based compensation expense, driven by a change in the Company's stock price.

For 2013, SG&A expenses increased $104 million, or 4%, to $2.55 billion from $2.44 billion in 2012 reflecting higher employee-related costs, mainly associated with $75 million higher stock-based compensation primarily from a change in the Company's stock price and an increase in selling expenses associated with higher revenues. These increases were partially offset by a 2012 charge related to a Publishing legal settlement.

Restructuring Charges

During the year ended December 31, 2014, in a continued effort to reduce its cost structure, the Company initiated restructuring plans across several of its businesses, primarily for the reorganization or closure of certain business operations. As a result, the Company recorded restructuring charges of $26 million, reflecting $17 million of severance costs and $9 million of costs associated with exiting contractual obligations. During the year ended December 31, 2013, the Company recorded restructuring charges of $20 million, reflecting $14 million of severance costs and $6 million of costs associated with exiting contractual obligations. As of December 31, 2014, the cumulative amount paid for the 2014 and 2013 restructuring charges was $24 million, of which $17 million was for the severance costs and $7 million related to costs associated with exiting contractual obligations. The 2013 restructuring reserve was substantially utilized at December 31, 2014. The Company expects to substantially utilize the 2014 restructuring reserve by the end of 2015.

	Balance at December 31, 2013	2014 Charges	2014 Payments	Balance at December 31, 2014
Entertainment	$ 8	$ 8	$ (8)	$ 8
Cable Networks	1	—	(1)	—
Publishing	1	1	(2)	—
Local Broadcasting	4	14	(6)	12
Corporate	1	3	(2)	2
Total	$ 15	$ 26	$ (19)	$ 22

	2013 Charges	2013 Payments	Balance at December 31, 2013
Entertainment	$ 12	$ (4)	$ 8
Cable Networks	1	—	1
Publishing	1	—	1
Local Broadcasting	5	(1)	4
Corporate	1	—	1
Total	$ 20	$ (5)	$ 15

Impairment Charges

In December 2014, the Company completed a radio station swap with Beasley Broadcast Group, Inc. through which the Company exchanged 13 of its radio stations in Tampa and Charlotte as well as one radio station in Philadelphia, for two radio stations in Philadelphia and three radio stations in Miami. In connection with the radio station swap, the Company recorded a pretax noncash impairment charge of $52 million to reduce the carrying value of the allocated goodwill.

In 2012, in connection with the sale of its five owned radio stations in West Palm Beach, the Company recorded a pretax noncash impairment charge of $11 million to reduce the carrying value of the allocated goodwill.

Depreciation and Amortization

Depreciation and amortization decreased $9 million, or 3%, to $281 million for 2014 from $290 million for 2013, reflecting lower amortization resulting from certain intangible assets that became fully amortized during 2014. For 2013, depreciation and amortization decreased $16 million, or 5% from $306 million for 2012, reflecting lower depreciation associated with declining capital expenditure levels and lower amortization resulting from certain intangible assets that became fully amortized.

Interest Expense

Interest expense decreased $12 million, or 3%, to $363 million for 2014 from $375 million for 2013 and for 2013, decreased $26 million, or 6% from $401 million for 2012. These decreases were driven by the Company's debt refinancing during 2014 and 2012. During 2014, the Company issued $1.75 billion of senior notes and used the net proceeds principally for the early redemption of $1.07 billion of its outstanding debt, which was at significantly higher interest rates, and also redeemed $99 million of outstanding 8.875% notes upon maturity (See "Capital Structure").

The Company had $6.53 billion of long-term debt outstanding at December 31, 2014 and $5.96 billion at December 31, 2013, at a weighted average interest rate of 4.9% and 6.0%, respectively. At December 31, 2014 and 2013, respectively, the Company also had $616 million and $475 million of commercial paper borrowings outstanding at weighted average interest rates of 0.46% and 0.28%, respectively.

During January 2015, the Company issued $600 million of 3.50% senior notes due 2025 and $600 million of 4.60% senior notes due 2045 and used the net proceeds for the repurchase of CBS Corp. Class B Common Stock and repayment of short-term borrowings, including commercial paper. The 2015 debt issuances and 2014 debt refinancing activity are expected to result in an annualized net increase to interest expense of approximately $15 million.

Interest Income

Interest income increased $5 million to $13 million for 2014 from $8 million for 2013 and for 2013, increased $3 million from $5 million in 2012.

Net Loss on Early Extinguishment of Debt

For 2014, the loss on early extinguishment of debt of $352 million reflected a pretax loss associated with the redemption of the Company's $600 million of 8.875% senior notes due 2019, $423 million of its 7.875% senior debentures due 2030, $37 million of its 7.875% debentures due 2023, and $6 million of its 7.125% senior notes due 2023.

For 2012, the net loss on early extinguishment of debt of $32 million reflected a pretax loss associated with the redemption of the Company's $338 million of 5.625% senior notes due 2012 and $400 million of 8.20% senior notes due 2014, partially offset by the pretax gain recognized upon the redemption of the Company's $700 million of 6.75% senior notes due 2056.

Other Items, Net

For all periods presented, "Other items, net" primarily consisted of foreign exchange gains and losses. The loss of $30 million in 2014 was driven by the strengthening of the U.S. dollar.

Provision for Income Taxes

The provision for income taxes represents federal, state and local, and foreign income taxes on earnings from continuing operations before income taxes and equity in loss of investee companies. For 2014, the provision for income taxes was $762 million compared with $878 million in 2013 and $812 million in 2012, reflecting an effective income tax rate of 35%, 33%, and 34%, respectively. The Company's income tax provision for 2014 included a tax benefit of $133 million associated with the loss on early extinguishment of debt of $352 million. For 2015, the Company's annual effective tax rate is expected to be comparable with the prior three years.

Equity in Loss of Investee Companies, Net of Tax

Equity in loss of investee companies, net of tax, reflects the Company's share of the operating results of its equity investments and was $48 million for 2014, $49 million for 2013, and $37 million for 2012.

Net Earnings from Continuing Operations

Net earnings from continuing operations of $1.35 billion for 2014 decreased $384 million, or 22%, versus $1.74 billion for 2013, and diluted EPS from continuing operations decreased $.38 to $2.41 for 2014 versus $2.79 for 2013. These decreases were driven by lower operating income and the loss on early extinguishment of debt. For 2013 net earnings from continuing operations increased $230 million, or 15% from $1.51 billion for 2012 and diluted EPS increased $.50 from $2.29 for 2012, reflecting higher operating income and lower interest expense. The diluted EPS comparisons in each period benefited from lower weighted average shares outstanding as a result of the Company's ongoing share repurchase program. For 2014, weighted average shares outstanding also decreased as a result of the Split-Off of Outdoor Americas on July 16, 2014.

Net Earnings from Discontinued Operations

On July 16, 2014, the Company completed the disposition of Outdoor Americas and, as a result, Outdoor Americas has been presented as a discontinued operation in the Company's consolidated financial statements for all periods presented. In aggregate, the Company received $4.76 billion from the disposition of Outdoor Americas, including $2.04 billion of cash and $2.72 billion in shares of CBS Corp. Class B Common Stock that were accepted in the Split-Off. The disposition was completed in three phases. First, in January 2014 Outdoor Americas borrowed $1.60 billion and provided $1.52 billion of the proceeds to the Company. Next, on April 2, 2014, Outdoor Americas completed an IPO through which it sold 23.0 million shares, or approximately 19%, of its common stock for $28.00 per share. Proceeds from the IPO, net of underwriting discounts and commissions, aggregated $615 million, of which $515 million was provided to the Company. Upon completion of the IPO, the Company owned 97.0 million shares, or approximately 81% of Outdoor Americas. Finally, on July 16, 2014, the Company completed the disposition of its 81% ownership of Outdoor Americas common stock through the Split-Off. In connection with the Split-Off, the Company accepted 44.7 million shares of CBS Corp. Class B Common Stock from its stockholders in exchange for the 97.0 million shares of Outdoor Americas common stock that it owned. This transaction resulted in a gain of $1.56 billion in 2014 which is calculated as follows:

Fair value of CBS Corp. Class B Common Stock accepted (44,723,131 shares at $60.85 per share on July 16, 2014)	$	2,721
Carrying value of Outdoor Americas		(1,162)
Accumulated other comprehensive income		30
Transaction costs		(32)
Net gain on Split-Off of Outdoor Americas	$	1,557

The Split-Off was a tax-free transaction and therefore, there is no tax impact on the gain.

During 2013, the Company completed the sale of Outdoor Europe for $225 million. Outdoor Europe is presented as a discontinued operation for all periods. For 2013, net earnings from discontinued operations include a gain on the disposal of Outdoor Europe and an after-tax charge of $110 million related to Outdoor Europe. This charge was associated with exiting an unprofitable contractual arrangement and the estimated fair value of guarantees, which historically were intercompany but upon the closing of the transaction became third-party guarantees (See Note 15 to the consolidated financial statements).

The following table sets forth details of net earnings from discontinued operations for the years ended December 31, 2014, 2013 and 2012:

Year Ended December 31,	2014	2013	2012
Revenues from discontinued operations	$ 677	$ 1,695	$ 1,873
Earnings (loss) from discontinued operations	$ 79	$ (12)	$ 128
Income tax provision	(26)	—	(62)
Earnings (loss) from discontinued operations, net of tax	53	(12)	66
Gain on disposal	1,557	159	—
Income tax provision	—	(6)	—
Gain on disposal, net of tax	1,557	153	—
Less: Net earnings from discontinued operations attributable to noncontrolling interest, net of tax	5	—	—
Net earnings from discontinued operations attributable to CBS Corp.	$ 1,605	$ 141	$ 66

Net Earnings and Diluted EPS

For 2014, net earnings were $2.96 billion, or $5.27 per diluted share, compared with $1.88 billion, or $3.01 per diluted share in 2013 and $1.57 billion, or $2.39 per diluted share in 2012. Included in net earnings for 2014 is a gain of $1.56 billion from the Split-Off of Outdoor Americas.

Free Cash Flow

Free cash flow is a non-GAAP financial measure. Free cash flow reflects the Company's net cash flow provided by (used for) operating activities before operating cash flow from discontinued operations and less capital expenditures. The Company's calculation of free cash flow includes capital expenditures because investment in capital expenditures is a use of cash that is directly related to the Company's operations. The Company's net cash flow provided by (used for) operating activities is the most directly comparable GAAP financial measure.

Management believes free cash flow provides investors with an important perspective on the cash available to the Company to service debt, make strategic acquisitions and investments, maintain its capital assets, satisfy its tax obligations, and fund ongoing operations and working capital needs. As a result, free cash flow is a significant measure of the Company's ability to generate long-term value. It is useful for investors to know whether this ability is being enhanced or degraded as a result of the Company's operating performance. The Company believes the presentation of free cash flow is relevant and useful for investors because it allows investors to evaluate the cash generated from the Company's underlying operations in a manner similar to the method used by management. Free cash flow is one of several components of incentive compensation targets for certain management personnel. In addition, free cash flow is a primary measure used externally by the Company's investors, analysts and industry peers for purposes of valuation and comparison of the Company's operating performance to other companies in its industry.

As free cash flow is not a measure calculated in accordance with GAAP, free cash flow should not be considered in isolation of, or as a substitute for, either net cash flow provided by (used for) operating activities as a measure of liquidity or net earnings as a measure of operating performance. Free cash flow, as the Company calculates it, may not be comparable to similarly titled measures employed by other companies. In addition, free cash flow as a measure of liquidity has certain limitations, does not necessarily represent funds available for discretionary use and is not necessarily a measure of the Company's ability to fund its cash needs. When comparing free cash flow to net cash flow provided by (used for) operating activities, the most directly comparable GAAP financial measure, users of this financial information should consider the types of events and transactions that are not reflected in free cash flow.

The following table presents a reconciliation of the Company's net cash flow provided by operating activities to free cash flow.

Year Ended December 31,	2014	2013	2012
Net cash flow provided by operating activities	$ 1,275	$ 1,873	$ 1,815
Capital expenditures	(206)	(212)	(200)
Exclude operating cash flow from discontinued operations	65	94	310
Free cash flow	$ 1,004	$ 1,567	$ 1,305

Segment Results of Operations – For the Years Ended December 31, 2014, 2013 and 2012

The following tables present the Company's revenues; operating income (loss) before depreciation and amortization ("OIBDA"), restructuring charges and impairment charges ("Segment OIBDA"); operating income (loss); and depreciation and amortization by segment, for each of the years ended December 31, 2014, 2013 and 2012. The Company presents Segment OIBDA as the primary measure of profit and loss for its operating segments ("segment profit measure") in accordance with Financial Accounting Standards Board ("FASB") guidance for segment reporting. Beginning in the first quarter of 2015, the Company will present Operating Income excluding restructuring charges and impairment charges as its segment profit measure, in order to align with the primary method the Company's management began using in 2015 to evaluate segment performance and to make decisions regarding the allocation of resources to its segments. The Company believes the presentation of its segment profit measure is relevant and useful for investors because it allows investors to view segment performance in a manner similar to the primary method used by the Company's management and enhances their ability to understand the Company's operating performance. The reconciliation of Segment OIBDA to the Company's consolidated Net earnings is presented in Note 16 (Reportable Segments) to the consolidated financial statements.

Year Ended December 31,	2014	2013	2012
Revenues:			
Entertainment	$ 8,309	$ 8,645	$ 7,694
Cable Networks	2,176	2,069	1,772
Publishing	778	809	790
Local Broadcasting	2,756	2,696	2,774
Corporate/Eliminations	(213)	(214)	(210)
Total Revenues	$ 13,806	$ 14,005	$ 12,820

Year Ended December 31,	2014	2013	2012
Segment OIBDA:			
Entertainment	$ 1,455	$ 1,758	$ 1,549
Cable Networks	997	898	811
Publishing	107	113	89
Local Broadcasting	965	898	957
Corporate	(269)	(332)	(292)
Total Segment OIBDA	3,255	3,335	3,114
Restructuring charges	(26)	(20)	(19)
Impairment charges	(52)	—	(11)
Depreciation and amortization	(281)	(290)	(306)
Total Operating Income	$ 2,896	$ 3,025	$ 2,778
Operating Income (Loss):			
Entertainment	$ 1,308	$ 1,593	$ 1,381
Cable Networks	974	877	785
Publishing	100	106	80
Local Broadcasting	812	807	848
Corporate	(298)	(358)	(316)
Total Operating Income	$ 2,896	$ 3,025	$ 2,778
Depreciation and Amortization:			
Entertainment	$ 139	$ 153	$ 161
Cable Networks	23	20	26
Publishing	6	6	6
Local Broadcasting	87	86	90
Corporate	26	25	23
Total Depreciation and Amortization	$ 281	$ 290	$ 306

Entertainment *(CBS Television Network, CBS Television Studios, CBS Global Distribution Group, CBS Interactive and CBS Films)*

(Contributed 60%, 62% and 60% to consolidated revenues in 2014, 2013, and 2012, respectively, and 45%, 53% and 50% to consolidated operating income in 2014, 2013, and 2012, respectively.)

Year Ended December 31,	2014	2013	2012
Revenues	$ 8,309	$ 8,645	$ 7,694
Segment OIBDA	$ 1,455	$ 1,758	$ 1,549
Restructuring charges	(8)	(12)	(7)
Depreciation and amortization	(139)	(153)	(161)
Operating income	$ 1,308	$ 1,593	$ 1,381
Segment OIBDA as a % of revenues	18%	20%	20%
Operating income as a % of revenues	16%	18%	18%
Capital expenditures	$ 94	$ 101	$ 92

2014 vs. 2013

For 2014, Entertainment revenues decreased 4% to $8.31 billion from $8.65 billion in 2013 reflecting lower advertising revenues and content licensing and distribution revenues, partially offset by growth in affiliate and subscription fee revenues. Advertising revenues decreased 7%, mainly driven by the benefit to 2013 from the CBS Television Network's broadcast of the Super Bowl, which is broadcast on CBS once every three years, and four fewer NCAA Tournament games broadcast on CBS in 2014. These decreases were partially offset by advertising revenues from the broadcast of *Thursday Night Football* on CBS. Content licensing and distribution revenues decreased 2% reflecting the timing of theatrical releases and television licensing revenues. Television licensing revenues in 2014

included the first-cycle domestic syndication sales of *Blue Bloods* and *Hawaii Five-0* and in 2013 included *NCIS: Los Angeles* and *The Good Wife*.

For 2014, Entertainment OIBDA decreased $303 million, or 17%, to $1.46 billion from $1.76 billion for 2013 primarily reflecting an increased investment in programming, primarily for NFL games. For 2014, restructuring charges of $8 million principally reflected severance costs and costs associated with exiting operating facilities. Restructuring charges of $12 million in 2013 principally reflected costs associated with exiting certain international operations and severance costs.

Revenue comparisons in 2015 will be impacted by fluctuations resulting from the timing of the availability of television series for multi-year licensing agreements. Television license fee revenues are recognized at the beginning of the license period in which programs are made available to the licensee for exhibition, while the related cash is collected over the term of the license period. At December 31, 2014 and 2013, total outstanding receivables attributable to revenues recognized under licensing agreements were $3.57 billion and $3.14 billion, respectively. At December 31, 2014, the total amount due from these receivables was $1.56 billion in 2015, $1.00 billion in 2016, $531 million in 2017, $245 million in 2018, and $231 million in 2019 and thereafter. Unrecognized revenues attributable to license agreements for produced programming that is not yet available for exhibition were $1.02 billion and $1.14 billion at December 31, 2014 and 2013, respectively.

2013 vs. 2012

For 2013, Entertainment revenues increased 12% to $8.65 billion from $7.69 billion in 2012 reflecting higher advertising revenues, content licensing and distribution revenues and affiliate and subscription fees. Advertising revenues increased 10%, driven by growth at the CBS Television Network of 10%, reflecting higher revenues from sports, including the broadcast of *Super Bowl XLVII* on the CBS Television Network in 2013, as well as an increase in primetime. Also contributing to the advertising revenue growth was an increase of 18% at CBS Interactive. Content licensing and distribution revenues increased 15%, reflecting growth from domestic and international licensing of television programming for digital streaming and syndication, led by the first-cycle domestic availabilities of *NCIS: Los Angeles* and *The Good Wife*.

For 2013, Entertainment OIBDA increased $209 million, or 13%, to $1.76 billion from $1.55 billion for 2012, principally driven by the growth in revenues which was partially offset by an increased investment in television content and higher sports programming costs associated with the Super Bowl broadcast. For 2012, restructuring charges of $7 million principally reflected severance costs.

Cable Networks *(Showtime Networks, CBS Sports Network and Smithsonian Networks)*

(Contributed 16%, 15% and 14% to consolidated revenues in 2014, 2013, and 2012, respectively, and 34%, 29% and 28% to consolidated operating income in 2014, 2013, and 2012, respectively.)

Year Ended December 31,	2014	2013	2012
Revenues	$ 2,176	$ 2,069	$ 1,772
Segment OIBDA	$ 997	$ 898	$ 811
Restructuring charges	—	(1)	—
Depreciation and amortization	(23)	(20)	(26)
Operating income	$ 974	$ 877	$ 785
Segment OIBDA as a % of revenues	46%	43%	46%
Operating income as a % of revenues	45%	42%	44%
Capital expenditures	$ 16	$ 16	$ 18

2014 vs. 2013

For 2014, Cable Networks revenues increased $107 million, or 5%, to $2.18 billion from $2.07 billion in 2013 driven by higher revenues from the licensing of *Showtime* original series for digital streaming, mainly *Dexter* and *Californication*. Revenue growth also reflects higher affiliate revenues, primarily reflecting rate increases. These increases were partially offset by lower revenues from pay-per-view boxing events. As of December 31, 2014, subscriptions totaled approximately 76 million for Showtime Networks (including *Showtime*, *The Movie Channel* and *Flix*), 55 million for CBS Sports Network and 30 million for Smithsonian Networks.

For 2014, Cable Networks OIBDA increased $99 million, or 11%, to $997 million from $898 million for 2013 primarily as a result of the increased revenues and lower programming costs from the timing of premieres.

In January 2015, Showtime Networks entered into new multi-year content licensing and trademark license agreements under which Company-owned *Showtime* original series, including library series, will be made available in Canada across all platforms of a Canadian media company, including its new streaming service, as well as its pay television service.

2013 vs. 2012

For 2013, Cable Networks revenues increased $297 million, or 17%, to $2.07 billion from $1.77 billion in 2012 driven by higher revenues from the licensing of *Showtime* original series for digital streaming and syndication, led by *Dexter;* revenues from the distribution of two Floyd Mayweather pay-per-view boxing events; and higher affiliate revenues. Growth in affiliate revenues reflected rate increases and growth in subscriptions at Showtime Networks, CBS Sports Network and Smithsonian Networks. As of December 31, 2013, subscriptions totaled approximately 76 million for Showtime Networks (including *Showtime*, *The Movie Channel* and *Flix*), 51 million for CBS Sports Network and 21 million for Smithsonian Networks.

For 2013, Cable Networks OIBDA increased $87 million, or 11%, to $898 million from $811 million for 2012 principally due to the aforementioned revenue increases, partially offset by higher programming and production costs associated with the pay-per-view boxing events, the increase in licensing revenues and increased investment in *Showtime* original series. Cable Networks OIBDA margin decreased to 43% in 2013 from 46% in 2012 due to the margin impact from the distribution of the above mentioned pay-per-view boxing events.

Publishing (*Simon & Schuster*)

(Contributed 6% to consolidated revenues in each of the years 2014, 2013, and 2012, and 3%, 4% and 3% to consolidated operating income in 2014, 2013 and 2012, respectively.)

Year Ended December 31,	2014	2013	2012
Revenues	$ 778	$ 809	$ 790
Segment OIBDA	$ 107	$ 113	$ 89
Restructuring charges	(1)	(1)	(3)
Depreciation and amortization	(6)	(6)	(6)
Operating income	$ 100	$ 106	$ 80
Segment OIBDA as a % of revenues	14%	14%	11%
Operating income as a % of revenues	13%	13%	10%
Capital expenditures	$ 4	$ 4	$ 5

2014 vs. 2013

For 2014, Publishing revenues decreased $31 million, or 4%, to $778 million from $809 million in 2013 reflecting lower book sales as 2013 benefited from the popularity of the *Duck Dynasty* series. Digital book sales represented 26% of Publishing's total revenues for 2014. Best-selling titles in 2014 included *Hard Choices* by Hillary Rodham Clinton and *Mr. Mercedes* by Stephen King.

For 2014, Publishing OIBDA decreased $6 million, or 5%, to $107 million from $113 million for 2013 reflecting the aforementioned lower revenues partially offset by lower inventory, selling and overhead costs.

2013 vs. 2012

For 2013, Publishing revenues increased $19 million, or 2%, to $809 million from $790 million in 2012 led by growth in digital book sales. Digital book sales increased 22% from the same prior-year period and represented 27% of Publishing's total revenues. Best-selling titles in 2013 included *Doctor Sleep* by Stephen King and *Happy, Happy, Happy* by Phil Robertson.

For 2013, Publishing OIBDA increased $24 million, or 27%, to $113 million from $89 million for 2012. The increase was mainly driven by the revenue growth, a charge in 2012 related to a legal settlement and a decline in production and distribution costs associated with a higher mix of revenues from digital book sales, partially offset by higher advertising expenses. Restructuring charges of $3 million in 2012 primarily reflected costs associated with combining several of Publishing's imprints.

Local Broadcasting (*CBS Television Stations and CBS Radio*)

(Contributed 20%, 19% and 22% to consolidated revenues in 2014, 2013, and 2012, respectively, and 28%, 27% and 31% to consolidated operating income in 2014, 2013, and 2012, respectively.)

Year Ended December 31,	2014	2013	2012
Revenues	$ 2,756	$ 2,696	$ 2,774
Segment OIBDA	$ 965	$ 898	$ 957
Restructuring charges	(14)	(5)	(8)
Impairment charges	(52)	—	(11)
Depreciation and amortization	(87)	(86)	(90)
Operating income	$ 812	$ 807	$ 848
Segment OIBDA as a % of revenues	35%	33%	34%
Operating income as a % of revenues	29%	30%	31%
Capital expenditures	$ 65	$ 64	$ 64

2014 vs. 2013

For 2014, Local Broadcasting revenues increased $60 million, or 2%, to $2.76 billion from $2.70 billion in 2013, primarily driven by higher political advertising revenues as a result of midterm elections and growth in affiliate and subscription fee revenues. CBS Television Stations revenues grew 4% and CBS Radio revenues increased 1%.

Local Broadcasting OIBDA increased $67 million, or 7%, to $965 million from $898 million for 2013, principally reflecting the increase in revenues as well as lower programming costs, mainly for sports. Restructuring charges of $14 million in 2014 reflected severance costs and costs associated with exiting contractual obligations. For 2013, restructuring charges of $5 million principally reflected severance costs.

In 2015, affiliate and subscription fee revenues are expected to continue to increase, while advertising revenues will be negatively impacted by lower political spending as 2014 benefited from midterm elections.

2013 vs. 2012

For 2013, Local Broadcasting revenues decreased $78 million, or 3%, to $2.70 billion from $2.77 billion for 2012. CBS Television Stations revenues decreased 4%, primarily driven by lower political advertising and lower revenues from the nonrenewal of an unprofitable sports programming contract. These decreases were partially offset by the benefit of the 2013 broadcast of *Super Bowl XLVII* to the Company's owned CBS affiliated stations and higher affiliate and subscription fee revenues. CBS Radio revenues decreased 1% principally reflecting the impact of radio station dispositions in 2012, partially offset by the benefit from the new CBS Sports Radio network.

For 2013, Local Broadcasting OIBDA decreased $59 million, or 6%, to $898 million from $957 million for 2012, principally reflecting lower revenues, partially offset by lower television programming costs and the benefit from the nonrenewal of an unprofitable sports programming contract. Restructuring charges of $8 million in 2012 reflected severance costs and costs associated with exiting contractual obligations.

Transactions

In December 2014, the Company completed a radio station swap with Beasley Broadcast Group, Inc. through which the Company exchanged 13 of its radio stations in Tampa and Charlotte as well as one radio station in Philadelphia, for two radio stations in Philadelphia and three radio stations in Miami. In connection with the radio station swap, the Company recorded a pretax noncash impairment charge of $52 million to reduce the carrying value of the allocated goodwill.

During 2012, the Company recorded a pretax noncash impairment charge of $11 million to reduce the carrying value of the allocated goodwill in connection with the disposition of the Company's radio stations in West Palm Beach.

Corporate

Corporate expenses include general corporate overhead, unallocated shared company expenses, pension and postretirement benefit costs for plans retained by the Company for previously divested businesses, and intercompany eliminations. For 2014, corporate expenses decreased 17% to $298 million from $358 million for 2013 and for 2013, increased 13% from $316 million for 2012, primarily reflecting the impact of changes in the Company's stock price on stock-based compensation. The increase in 2013 was partially offset by lower pension and postretirement benefit costs, reflecting the benefit from pre-funding pension plans in 2012 and the favorable performance of pension plan assets.

Financial Position

Current assets increased by $219 million to $5.59 billion at December 31, 2014 from $5.37 billion at December 31, 2013, primarily due to an increase in receivables associated with the licensing of television programming; an increase in programming inventory, primarily reflecting the timing of payments under the Company's agreement with the NFL for Sunday football; and an increase in prepaid income taxes. These increases were partially offset by a $351 million decrease in current assets of discontinued operations resulting from the Split-Off of Outdoor Americas in the third quarter of 2014. The allowance for doubtful accounts as a percentage of receivables decreased to 1.4% at December 31, 2014 compared with 1.8% at December 31, 2013, primarily due to the increase in receivables relating to television licensing agreements, which have historically had a low rate of uncollectability, as well as improved collections.

Assets held for sale at December 31, 2013 included the property and equipment, goodwill, and FCC licenses disposed of in the radio station swap with Beasley Broadcast Group, Inc.

Other assets increased by $525 million to $2.49 billion at December 31, 2014 from $1.96 billion at December 31, 2013, primarily reflecting higher long-term receivables associated with additional revenues from long-term television licensing arrangements. Television license fee revenues are recognized at the beginning of the license period in which programs are made available to the licensee for exhibition, while the related cash is collected over the term of the license period. As of December 31, 2014, total outstanding receivables from licensing arrangements, including both current and noncurrent, were $3.57 billion versus $3.14 billion at December 31, 2013. At December 31, 2014, the total amount due from these receivables was $1.56 billion in 2015, $1.00 billion in 2016, $531 million in 2017, $245 million in 2018, and $231 million in 2019 and thereafter.

Current liabilities decreased by $174 million to $4.03 billion at December 31, 2014 from $4.21 billion at December 31, 2013, primarily driven by a decrease in current liabilities of discontinued operations resulting from the Split-Off of Outdoor Americas in the third quarter of 2014, partially offset by an increase in commercial paper borrowings.

Pension and postretirement benefit obligations increased by $237 million to $1.56 billion at December 31, 2014 from $1.33 billion at December 31, 2013, primarily due to a decrease in the discount rate, partially offset by the favorable performance of pension plan assets.

The decreases in long-term assets and long-term liabilities of discontinued operations of $3.09 billion and $359 million, respectively, reflect the Split-Off of Outdoor Americas in the third quarter of 2014.

Cash Flows

The changes in cash and cash equivalents were as follows:

Year Ended December 31,	2014	2013	2012
Cash provided by operating activities from:			
Continuing operations	$ 1,210	$ 1,779	$ 1,505
Discontinued operations	65	94	310
Cash provided by operating activities	1,275	1,873	1,815
Cash used for investing activities from:			
Continuing operations	(316)	(214)	(375)
Discontinued operations	(285)	(58)	(76)
Cash used for investing activities	(601)	(272)	(451)
Cash (used for) provided by financing activities from:			
Continuing operations	(2,810)	(1,912)	(1,316)
Discontinued operations	2,167	—	—
Cash used for financing activities	(643)	(1,912)	(1,316)
Net increase (decrease) in cash and cash equivalents	$ 31	$ (311)	$ 48

Operating Activities. In 2014, cash provided by operating activities from continuing operations decreased to $1.21 billion from $1.78 billion in 2013 reflecting higher payments for interest, as 2014 included payments of $360 million associated with the early extinguishment of debt, primarily for early redemption premiums. The decrease in operating cash flows also reflects the benefit to 2013 from CBS's Super Bowl broadcast and the timing of payments for sports programming. These declines were partially offset by contributions of $150 million in 2013 to prefund the Company's qualified pension plans, with no comparable amount in 2014, as well as higher collections from television licensing agreements.

In 2013, cash provided by operating activities from continuing operations increased $274 million to $1.78 billion from $1.51 billion in 2012 primarily reflecting growth in operating income, the benefit from the 2013 Super Bowl broadcast on the CBS Television Network and lower payments for interest. Cash interest payments for 2012 included approximately $60 million associated with the early extinguishment of debt, primarily for early redemption premiums. The increase from operating income was partially offset by an increase in receivables from the licensing of television programming, driven by the timing difference between revenue recognition and collections for long term television licensing arrangements. Revenues from the licensing of television programming are recognized when the television series is made available to the licensee, at the beginning of the applicable license period, while the related cash is collected over the term of the license period.

Cash paid for income taxes from continuing operations was $217 million for 2014, $294 million for 2013 and $331 million for 2012. These amounts are net of excess tax benefits for the exercise of stock options and vesting of restricted stock units of $243 million, $148 million, and $103 million, respectively, which are presented in cash flows from financing activities. Cash taxes included in cash flows from operating activities from continuing operations were $460 million in 2014, $442 million in 2013 and $434 million in 2012.

Cash provided by operating activities from discontinued operations decreased $29 million to $65 million in 2014 from $94 million in 2013 and for 2013 decreased $216 million from $310 million for 2012. Included in 2013 was a payment of $171 million associated with exiting an unprofitable contractual arrangement in connection with the sale of Outdoor Europe.

Investing Activities. In 2014, cash used for investing activities from continuing operations of $316 million principally reflects capital expenditures of $206 million and investments in investee companies of $98 million, mainly for the Company's investment in The CW as well as its other domestic and international television joint ventures. In 2013, cash used for investing activities from continuing operations of $214 million principally reflects capital expenditures of $212 million and investments in investee companies of $176 million, mainly for the Company's initial investment in POP (formerly known as TVGN, TV Guide Network) as well as its other domestic and international television joint ventures. These cash uses were partially offset by net proceeds from dispositions of $164 million, principally from the sale of Outdoor Europe. In 2012, cash used for investing activities from continuing operations of $375 million principally reflected capital expenditures of $200 million and acquisitions of $146 million, primarily for television and radio stations.

Capital expenditures for 2015 are anticipated to be at a similar level to 2014.

Cash used for investing activities from discontinued operations of $285 million for 2014 principally reflects the disposition of Outdoor Americas' cash as well as the capital expenditures of Outdoor Americas. Cash used for investing activities from discontinued operations for 2013 and 2012 of $58 million and $76 million, respectively, primarily reflects the capital expenditures of Outdoor Americas and for 2012 also includes the capital expenditures of Outdoor Europe.

Financing Activities. In 2014, cash used for financing activities from continuing operations of $2.81 billion principally reflects the repurchase of CBS Corp. Class B Common Stock for $3.60 billion and the repayment of notes and debentures of $1.15 billion, partially offset by proceeds from the issuance of senior notes of $1.73 billion. For 2013, cash used for financing activities of $1.91 billion principally reflected the repurchase of CBS Corp. Class B Common Stock for $2.19 billion, partially offset by proceeds from short-term borrowings of $475 million. For 2012, cash used for financing activities of $1.32 billion principally reflected the repayment of notes and debentures of $1.58 billion and the repurchase of CBS Corp. Class B Common Stock for $1.14 billion, partially offset by proceeds from the issuance of notes of $1.57 billion.

Cash provided by financing activities from discontinued operations of $2.17 billion in 2014 principally reflects the net proceeds from Outdoor Americas' long-term debt borrowing and IPO.

Dividends

During the third quarter of 2014, the Company announced an increase to its quarterly cash dividend on its Class A and Class B Common Stock of 25% from $.12 per share to $.15 per share. For the years ended December 31, 2014, 2013 and 2012, the Company declared per share dividends of $.54, $.48, and $.44, respectively, which resulted in total annual dividends of $296 million, $295 million and $287 million, respectively.

On January 30, 2015, the Company announced a quarterly cash dividend of $.15 per share on its Class A and Class B Common Stock, payable on April 1, 2015.

Share Repurchase Program

During 2014, the Company repurchased 60.3 million shares of CBS Corp. Class B Common Stock under its share repurchase program for $3.61 billion, at an average cost of $59.88 per share. At December 31, 2014, $4.80 billion of authorization remained under the share repurchase program.

Also during 2014, the Company completed the Split-Off through which it received 44.7 million shares of CBS Corp. Class B Common Stock in exchange for the 97.0 million shares of Outdoor Americas common stock that it owned (See Note 4 to the consolidated financial statements).

During the first quarter of 2015, the Company expects to spend approximately $1.0 billion to repurchase shares of CBS Corp. Class B Common Stock.

Capital Structure

At December 31,	2014	2013
Commercial paper	$ 616	$ 475
Senior debt (1.95% - 8.875% due 2014-2044)	6,433	5,861
Obligations under capital leases	97	113
Total debt [a]	7,146	6,449
Less discontinued operations debt [b]	—	14
Total debt from continuing operations	7,146	6,435
Less commercial paper	616	475
Less current portion of long-term debt	20	20
Total long-term debt from continuing operations, net of current portion	$ 6,510	$ 5,940

(a) At December 31, 2014 and December 31, 2013, the senior debt balances included (i) a net unamortized discount of $21 million and $13 million, respectively, and (ii) an increase in the carrying value of the debt relating to previously settled fair value hedges of $14 million and $18 million, respectively. The face value of the Company's total debt was $7.15 billion at December 31, 2014 and $6.44 billion at December 31, 2013.

(b) Included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets.

For the year ended December 31, 2014, debt issuances, redemptions and repurchases were as follows:

Debt Issuances

August 2014, $600 million 2.30% senior notes due 2019
August 2014, $600 million 3.70% senior notes due 2024
August 2014, $550 million 4.90% senior notes due 2044

Debt Redemptions

$99 million 8.875% notes due 2014
$264 million 8.875% senior notes due 2019

Debt Repurchases

$336 million 8.875% senior notes due 2019, through a tender offer
$37 million 7.875% debentures due 2023, through a tender offer
$6 million 7.125% senior notes due 2023, through a tender offer
$423 million 7.875% senior debentures due 2030, through a tender offer

The debt repurchases and early debt redemption resulted in a pretax loss on early extinguishment of debt of $352 million ($219 million, net of tax) for the year ended December 31, 2014.

During January 2015, the Company issued $600 million of 3.50% senior notes due 2025 and $600 million of 4.60% senior notes due 2045. The 2015 debt issuances and 2014 debt refinancing activity are expected to result in an annualized net increase to interest expense of approximately $15 million.

All of the Company's long-term debt has been issued under fixed interest rate agreements. During 2014, in connection with the issuance of its $600 million of 2.30% senior notes due 2019, the Company entered into $600 million notional amount of fixed-to-floating rate swap agreements to hedge this debt. These interest rate swaps are designated as fair value hedges (See Note 10 to the consolidated financial statements).

At December 31, 2014, the Company's scheduled maturities of long-term debt at face value, excluding capital leases, were as follows:

	2015	2016	2017	2018	2019	2020 and Thereafter
Long-term debt	$ —	$ 200	$ 400	$ 300	$ 600	$ 4,940

Commercial Paper

The Company had outstanding commercial paper borrowings under its commercial paper program of $616 million and $475 million at December 31, 2014 and 2013, respectively, at weighted average interest rates of 0.46% and 0.28%, respectively and with maturities of less than forty-five days. During December 2014, the Company increased its commercial paper program from $2.0 billion to $2.5 billion.

Credit Facility

During December 2014, the Company amended and restated its revolving credit facility (the "Credit Facility") to increase the capacity from $2.0 billion to $2.5 billion and extend the expiration to December 2019. The provisions of the Credit Facility are substantially similar to those under the Company's previous credit facility. The Company, at its option, may also borrow in certain foreign currencies up to specified limits under the Credit Facility. Borrowing

rates under the Credit Facility are determined at the Company's option at the time of each borrowing and are based generally on the prime rate in the U.S. or the London Interbank Offer Rate ("LIBOR") plus a margin based on the Company's senior unsecured debt rating. The Company pays a facility fee based on the total amount of the commitments.

The Credit Facility requires the Company to maintain a maximum Consolidated Leverage Ratio of 4.5x at the end of each quarter as further described in the Credit Facility. At December 31, 2014, the Company's Consolidated Leverage Ratio was approximately 2.1x.

The Consolidated Leverage Ratio reflects the ratio of the Company's indebtedness from continuing operations, adjusted to exclude certain capital lease obligations, at the end of a quarter, to the Company's Consolidated EBITDA for the trailing four consecutive quarters. Consolidated EBITDA is defined in the Credit Facility as operating income plus interest income and before depreciation, amortization and certain other noncash items.

The Credit Facility is used for general corporate purposes. At December 31, 2014, the Company had no borrowings outstanding under the Credit Facility and the remaining availability under the Credit Facility, net of outstanding letters of credit, was $2.49 billion.

Liquidity and Capital Resources

The Company continually projects anticipated cash requirements for its operating, investing and financing needs as well as cash flows generated from operating activities available to meet these needs. The Company's operating needs include, among other items, commitments for sports programming rights, television and film programming, talent contracts, operating leases, interest payments, and pension funding obligations. The Company's investing and financing spending includes capital expenditures, share repurchases, dividends and principal payments on its outstanding indebtedness. The Company believes that its operating cash flows, cash and cash equivalents, borrowing capacity under its Credit Facility, which had $2.49 billion of remaining availability at December 31, 2014, and access to capital markets are sufficient to fund its operating, investing and financing requirements for the next twelve months.

The Company's funding for short-term and long-term obligations will come primarily from cash flows from operating activities. Any additional cash funding requirements are financed with short-term borrowings, including commercial paper, and long-term debt. To the extent that commercial paper is not available to the Company, the existing Credit Facility provides sufficient capacity to satisfy short-term borrowing needs. The Company routinely assesses its capital structure and opportunistically enters into transactions to lower its interest expense, which could result in a charge from the early extinguishment of debt.

Funding for the Company's long-term debt obligations due over the next five years of $1.50 billion is expected to come from the Company's ability to refinance its debt and cash generated from operating activities.

As of December 31, 2014, the Company had $4.80 billion of remaining availability under its share repurchase program. Share repurchases under the program are expected to be funded over time by cash flows from operations and, as appropriate, with short-term borrowings, including commercial paper, and/or the issuance of long-term debt.

During January of 2015, the Company issued $1.20 billion of senior notes and used the net proceeds for the repurchase of CBS Corp. Class B Common Stock and repayment of short-term borrowings, including commercial paper.

Contractual Obligations

As of December 31, 2014 payments due by period under the Company's significant contractual obligations with remaining terms in excess of one year were as follows:

	Payments Due by Period				
	Total	2015	2016-2017	2018-2019	2020 and thereafter
Programming and talent commitments [a]	$ 13,723	$ 2,429	$ 3,837	$ 3,140	$ 4,317
Purchase obligations [b]	836	183	288	207	158
Operating leases [c]	1,114	177	281	216	440
Long-term debt obligations [d]	6,440	—	600	900	4,940
Interest commitments on long-term debt [e]	4,288	314	594	554	2,826
Capital lease obligations (including interest) [f]	113	20	34	29	30
Other long-term contractual obligations [g]	1,322	—	1,044	209	69
Total	$ 27,836	$ 3,123	$ 6,678	$ 5,255	$ 12,780

(a) Programming and talent commitments of the Company primarily include $10.23 billion for sports programming rights, $2.70 billion relating to the production and licensing of television, radio, and film programming, and $797 million for talent contracts.

(b) Purchase obligations include agreements to purchase goods or services that are enforceable and legally binding and that specify all significant terms, including open purchase orders.

(c) Consists of long-term noncancellable operating lease commitments for office space, equipment, transponders and studio facilities.

(d) Long-term debt obligations are presented at face value, excluding capital leases.

(e) Future interest based on scheduled debt maturities, excluding capital leases.

(f) Includes capital leases for satellite transponders.

(g) Reflects long-term contractual obligations recorded on the Company's Consolidated Balance Sheet, including program liabilities, participations due to producers and residuals.

The table above excludes $140 million of reserves for uncertain tax positions and the related accrued interest and penalties, as the Company cannot reasonably predict the amount of and timing of cash payments relating to this obligation. The table above also excludes principal and interest payments relating to the Company's issuance of $1.20 billion of senior notes in January 2015.

In 2015, the Company expects to make contributions of approximately $50 million to its non-qualified pension plans to satisfy the benefit payments due under these plans. Also in 2015, the Company expects to contribute approximately $58 million to its other postretirement benefit plans to satisfy the Company's portion of benefit payments due under these plans.

Guarantees

On September 30, 2013, the Company completed the sale of Outdoor Europe to an affiliate of Platinum Equity. The Company continues to remain as guarantor of certain of Outdoor Europe's obligations, including franchise payment obligations under certain transit franchise agreements. Generally, the Company would be required to perform under the guarantees in the event of non-performance by the buyer. These agreements have varying terms, with the majority of the obligations guaranteed under these agreements expiring by September 2016. At December 31, 2014, the total franchise payment obligations under these agreements are estimated to be approximately $187 million, which will decrease on a monthly basis thereafter. The carrying value of the guarantee liability of approximately $28 million and $40 million at December 31, 2014 and 2013, respectively, is included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets.

The Company has indemnification obligations with respect to letters of credit and surety bonds primarily used as security against non-performance in the normal course of business. At December 31, 2014, the outstanding letters of credit and surety bonds approximated $242 million and were not recorded on the Consolidated Balance Sheet.

In the course of its business, the Company both provides and receives indemnities which are intended to allocate certain risks associated with business transactions. Similarly, the Company may remain contingently liable for various obligations of a business that has been divested in the event that a third party does not live up to its obligations under an indemnification obligation. The Company records a liability for its indemnification obligations and other contingent liabilities when probable under generally accepted accounting principles.

Critical Accounting Policies

The preparation of the Company's financial statements in conformity with generally accepted accounting principles requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. On an ongoing basis, the Company evaluates its estimates, which are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The result of these evaluations forms the basis for making judgments about the carrying values of assets and liabilities and the reported amount of revenues and expenses that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions.

The Company considers the following accounting policies to be the most critical as they are important to the Company's financial condition and results of operations, and require significant judgment and estimates on the part of management in its application. For a summary of the Company's significant accounting policies see the accompanying notes to the consolidated financial statements.

Programming and Production Costs

Accounting for the Company's television production costs requires management's judgment as it relates to total estimated revenues to be earned ("Ultimate Revenues") and costs to be incurred throughout the life of each television program. These estimates are used to determine the amortization of capitalized production costs, expensing of participation costs, and any necessary net realizable value adjustments to capitalized production costs. For each television program, management bases these estimates on the performance in the initial markets, the existence of future firm commitments to sell and the past performance of similar television programs.

The costs incurred in acquiring television series and feature film programming are capitalized when the program is accepted and available for airing and the costs of programming rights licensed under multi-year sports programming agreements are capitalized if the rights payments are made before the related economic benefit has been received. These costs are expensed over the period in which an economic benefit is expected to be derived. Management's judgment is required in determining the timing of the expensing of these costs, which is dependent on the economic benefit expected to be generated from the program.

Ultimate revenue estimates for internally produced television programming, and the estimated economic benefit for acquired programming, which includes television series, feature films and sports, are updated regularly based on information available as the television program or film progresses through its life cycle or contractual term. Overestimating Ultimate Revenues for internally produced programming or a failure to adjust for a downward revision in the estimated economic benefit to be generated from acquired programming could result in the understatement of the amortization of capitalized production or programming costs, future net realizable value adjustments and/or estimated accruals for participation expense.

Impairment of Goodwill and Intangible Assets

The Company tests goodwill and intangible assets with indefinite lives, comprised of FCC licenses, for impairment during the fourth quarter of each year, and on an interim date should factors or indicators become apparent that would require an interim test.

Goodwill—Goodwill is tested for impairment at the reporting unit level, which is one level below or the same as an operating segment. For 2014, the Company performed qualitative assessments for five reporting units which management estimates each have fair values that exceed their respective carrying values by 20% or more. For each reporting unit, the Company weighed the relative impact of factors that are specific to the reporting unit as well as industry and macroeconomic factors. The reporting unit specific factors that were considered included financial performance and changes to the reporting units' carrying amounts since the most recent impairment tests. For each industry in which the reporting units operate, the Company considered growth projections from independent sources and significant developments or transactions within the industry. The Company also determined that the impact of macroeconomic factors on the discount rates and growth rates used for the most recent impairment tests would not significantly affect the fair value of the reporting units. Based on this qualitative assessment, considering the aggregation of these factors, the Company concluded that for these five reporting units, it is not more likely than not that the fair value of each reporting unit is less than its carrying amount and therefore performing the two-step impairment test was unnecessary.

The Company performed the first step of the goodwill impairment test for the remaining two reporting units. The first step of the goodwill impairment test examines whether the carrying value of a reporting unit exceeds its fair value. The estimated fair value of each reporting unit is computed based upon the present value of future cash flows ("Discounted Cash Flow Method") and both the traded and transaction values of comparable businesses ("Market Comparable Method"). For 2014, the Discounted Cash Flow Method and Market Comparable Method resulted in substantially equal fair values. The Discounted Cash Flow Method adds the present value of the estimated annual cash flows over a discrete projection period to the residual value of the business at the end of the projection period. This technique requires the use of significant estimates and assumptions such as growth rates, operating margins, capital expenditures and discount rates. The estimated growth rates, operating margins and capital expenditures for the projection period are based on the Company's internal forecasts of future performance as well as historical trends. The residual value is estimated based on a perpetual nominal growth rate, which is based on projected long-range inflation and long-term industry projections. The discount rates are determined based on the average of the weighted average cost of capital of comparable entities. Certain future events and circumstances, including deterioration of market conditions, higher cost of capital, a decline in the advertising market or a decrease in audience acceptance of programming, could result in changes to these assumptions and judgments. A downward revision of these assumptions could cause the fair values of the reporting units to fall below their respective carrying values. The Company would then perform the second step of the goodwill impairment test to determine the amount of any non-cash impairment charge. Such a charge could have a material effect on the Company's Consolidated Statement of Operations and Consolidated Balance Sheet.

Based on the 2014 annual impairment test, the Company concluded that the fair value of each of the two reporting units for which the Company performed the first step of the goodwill impairment test exceeded their respective carrying values. The carrying value of the following reporting unit, which had a goodwill balance of $1.86 billion at December 31, 2014, was within 10% of its estimated fair value:

		Significant Assumptions	
Reporting Unit	Reporting Unit Fair Value in Excess of Carrying Value	Perpetual Nominal Growth Rate	Discount Rate
CBS Radio	5%	1.5%	8.0%

An increase to the discount rate of 35 basis points or a decrease to the perpetual nominal growth rate of 45 basis points, assuming no changes to other factors, would cause the fair value of the CBS Radio reporting unit to fall below its carrying value.

FCC Licenses—FCC licenses are tested for impairment at the geographic market level. The Company considers each geographic market, which is comprised of all of the Company's radio or television stations within that geographic market, to be a single unit of accounting because the FCC licenses at this level represent their highest and best use.

For its annual impairment test performed in the fourth quarter of 2014, the Company performed qualitative assessments for five radio markets and ten television markets which management estimates each have an aggregate fair value of FCC licenses that exceed their respective carrying values by 20% or more. For each market, the Company weighed the relative impact of market-specific and macroeconomic factors. The market-specific factors considered include recent projections by geographic market from both independent and internal sources for advertising revenue and operating costs, as well as market share and capital expenditures. The Company also considered the macroeconomic impact on discount rates and growth rates. Based on this qualitative assessment, considering the aggregation of these factors, the Company concluded that it is not more likely than not that the aggregate fair values of the FCC licenses in each of these radio and television markets are less than their respective carrying values. Therefore, performing the quantitative impairment test was unnecessary.

For each of the remaining radio and television markets the Company performed a quantitative impairment test that compares the estimated fair value of the FCC licenses by geographic market with their respective carrying values. The estimated fair value of each FCC license is computed using the Greenfield Discounted Cash Flow Method ("Greenfield Method"), which attempts to isolate the income that is attributable to the license alone. The Greenfield Method is based upon modeling a hypothetical start-up station and building it up to a normalized operation that, by design, lacks inherent goodwill and whose other assets have essentially been added as part of the build-up process. The Greenfield Method adds the present value of the estimated annual cash flows of the start-up station over a projection period to the residual value at the end of the projection period. The annual cash flows over the projection period include assumptions for overall advertising revenues in the relevant geographic market, the start-up station's operating costs and capital expenditures, and a three-year build-up period for the start-up station to reach a normalized state of operations, which reflects the point at which it achieves an average market share. In order to estimate the revenues of a start-up station, the total market advertising revenue in the subject market is estimated based on recent industry projections. Operating costs and capital expenditures are estimated based on both industry and internal data. The residual value is calculated using a perpetual nominal growth rate, which is based on projected long-range inflation in the U.S. and long-term industry projections. The discount rate is determined based on the average of the weighted average cost of capital of comparable entities in the broadcast industry.

The discount rates and perpetual nominal growth rates used for each television and radio station for 2014 were as follows:

	Discount Rate	Perpetual Nominal Growth Rate
Television stations	8.0%	2.5%
Radio stations	8.0%	1.5%

The assumptions used in determining the fair values of the FCC licenses require management to make significant judgments. Certain events and circumstances, including deterioration of market conditions, higher cost of capital or a decline in the local radio or television advertising markets, could result in changes to these assumptions and judgments. The estimated fair values of the FCC licenses are highly dependent on the assumptions of future economic conditions in the individual geographic markets in which the Company owns and operates television and radio stations. Deterioration in the economic conditions or a change in population size of any individual geographic market could adversely impact advertisers' ability or willingness to purchase advertising on the radio and television stations in that market. Advertising expenditures by companies in certain industries, including automotive, entertainment and retail, have historically represented a significant portion of the local radio and television advertising revenues in all geographic markets. As a result, an other-than-temporary decrease in spending by advertisers in these categories or adverse economic conditions, particularly in larger markets such as New York, Los Angeles, Chicago and San Francisco, where the Company holds FCC licenses with substantial carrying values, could have a significant impact on the fair value of the FCC licenses.

Based on the 2014 annual impairment test, the Company concluded that the estimated fair value of the FCC licenses in each radio and television market for which the Company performed the quantitative assessment exceeded their respective carrying values and therefore no impairment charge was necessary. Three radio markets, which had an aggregate carrying value of FCC licenses of $729 million, were each within 5% of their respective estimated fair value, and eight radio markets, which had an aggregate carrying value of FCC licenses of $1.30 billion, were each within 10% of their respective estimated fair value. In addition, one television market, which had a carrying value of FCC licenses of $167 million, was within 10% of its estimated fair value. In each of the remaining radio and television markets, the estimated fair value of FCC licenses was in excess of the respective carrying values by more than 10%. A downward revision to the present value of future cash flows could result in impairment and a non-cash charge would be required. Such a charge could have a material effect on the Company's Consolidated Statement of Operations and Consolidated Balance Sheet.

Reserves and Legal Matters

Estimates of reserves and liabilities related to legal issues and discontinued businesses, including asbestos and environmental matters, require significant judgments by management. The Company continually evaluates these estimates based on changes in the relevant facts and circumstances and events that may impact estimates. While management believes that the current reserves for matters related to predecessor operations of the Company, including environmental and asbestos, are adequate, there can be no assurance that circumstances will not change in future periods. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims.

Pensions

Pension benefit obligations and net periodic pension costs are calculated using many actuarial assumptions. Two key assumptions used in accounting for pension liabilities and expenses are the discount rate and expected rate of return on plan assets. The discount rate is determined based on the yield on portfolios of high quality bonds, constructed

to provide cash flows necessary to meet the Company's pension plan's expected future benefit payments, as determined for the projected benefit obligation. The expected return on plan assets assumption is derived using the current and expected asset allocation of the pension plan assets and considering historical as well as expected returns on various classes of plan assets. As of December 31, 2014, the unrecognized actuarial losses increased from the prior year end due primarily to a decrease in the discount rate partially offset by the favorable performance of pension plan assets. A decrease in the discount rate would increase the projected benefit obligation. A 25 basis point change in the discount rate will result in an estimated change to the projected benefit obligation of approximately $120 million and will not have a material impact on the 2014 pension expense. A decrease in the expected rate of return on plan assets would increase pension expense. The estimated impact of a 25 basis point change in the expected rate of return on plan assets is a change of approximately $10 million to 2015 pension expense.

Income Taxes

The Company is subject to income taxes in both the U.S. and numerous foreign jurisdictions. Significant judgment is required in determining the worldwide provision for income taxes. When recording the worldwide provision for income taxes, an estimated effective tax rate for the year is applied to interim operating results. In the event there is a significant or unusual item recognized in the quarterly operating results, the tax attributable to that item is separately calculated and recorded in the same quarter. A number of years may elapse before a tax return containing tax matters for which a reserve has been established is audited and finally resolved. During 2014 and 2013, the Company recognized tax benefits of $7 million and $17 million, respectively, related to the net impact of the settlement of certain prior year tax audits. For positions taken in a previously filed tax return or expected to be taken in a future tax return, the Company evaluates each position to determine whether it is more likely than not that the tax position will be sustained upon examination, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is subject to a measurement assessment to determine the amount of benefit to recognize in the Consolidated Statement of Operations and the appropriate reserve to establish, if any. If a tax position does not meet the more-likely-than-not recognition threshold a tax reserve is established and no benefit is recognized. The Company is continually audited by U.S. federal and state as well as foreign tax authorities. While it is often difficult to predict the final outcome or the timing of resolution of any particular tax matter, the Company believes that its reserve for uncertain tax positions of $140 million at December 31, 2014 is properly recorded pursuant to the recognition and measurement provisions of FASB guidance for uncertainty in income taxes.

Legal Matters

General. On an ongoing basis, the Company vigorously defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state, local and international authorities (collectively, "litigation"). Litigation may be brought against the Company without merit, is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the below-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

Claims Related to Former Businesses: Asbestos. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product

has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2014, the Company had pending approximately 41,100 asbestos claims, as compared with approximately 45,150 as of December 31, 2013 and 45,900 as of December 31, 2012. During 2014, the Company received approximately 3,880 new claims and closed or moved to an inactive docket approximately 7,930 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2014 and 2013 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $11 million and $29 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year and insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

Filings include claims for individuals suffering from mesothelioma, a rare cancer, the risk of which is allegedly increased by exposure to asbestos; lung cancer, a cancer which may be caused by various factors, one of which is alleged to be asbestos exposure; other cancers, and conditions that are substantially less serious, including claims brought on behalf of individuals who are asymptomatic as to an allegedly asbestos-related disease. The predominant number of claims against the Company are non-cancer claims. In a substantial number of the pending claims, the plaintiff has not yet identified the claimed injury. The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims. While the number of asbestos claims filed against the Company has trended down in the past five to ten years and has remained flat in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

Other. The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

Market Risk

The Company is exposed to fluctuations in foreign currency exchange rates and interest rates and uses derivative financial instruments to modify this exposure. In accordance with its policy, the Company does not use derivative instruments unless there is an underlying exposure and, therefore, the Company does not hold or enter into derivative financial instruments for speculative trading purposes.

Foreign Exchange Risk

The Company conducts business in various countries outside the U.S., resulting in exposure to movements in foreign exchange rates when translating from the foreign local currency to the U.S. dollar. In order to hedge anticipated cash flows, generally within the next twelve months, in currencies such as the British Pound, the Euro, the Canadian

Dollar and the Australian Dollar, foreign currency forward contracts are used. Additionally, the Company designates forward contracts used to hedge projected future television production costs as cash flow hedges. Gains or losses on the effective portion of designated cash flow hedges are initially recorded in other comprehensive income and reclassified to the statement of operations when the hedged item is recognized. Additionally, the Company enters into non-designated forward contracts to hedge non-U.S. dollar denominated cash flows. The change in fair value of the non-designated contracts is included in "Other items, net" in the Consolidated Statements of Operations. The Company manages the use of foreign exchange derivatives centrally.

At December 31, 2014 and 2013, the notional amount of all foreign currency contracts was $152 million and $136 million, respectively, which represents hedges of expected foreign currency cash flows.

Interest Risk

All of the Company's long-term debt has been issued under fixed interest rate agreements. During 2014, in connection with the issuance of its $600 million of 2.30% senior notes due 2019, the Company entered into $600 million notional amount of fixed-to-floating rate swap agreements to hedge this debt. The fair value of interest rate swaps is included within the carrying value of the debt attributable to the risk being hedged, and in other assets or other liabilities on the Consolidated Balance Sheet. Gains or losses on interest rate swaps are recognized within interest expense. The swaps expose the Company to movements in short-term interest rates. Based on the amount of fixed-to-floating rate swaps at December 31, 2014, a 100 basis point change in interest rates would cause a $6 million change to pretax earnings.

Credit Risk

The Company continually monitors its positions with, and credit quality of, the financial institutions that are counterparties to its financial instruments. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company does not anticipate nonperformance by the counterparties.

The Company's receivables do not represent significant concentrations of credit risk at December 31, 2014 or 2013, due to the wide variety of customers, markets and geographic areas to which the Company's products and services are sold.

Related Parties

For a discussion of related parties, see Note 7 to the consolidated financial statements.

Recent Pronouncements and Adoption of New Accounting Standards

See Note 1 to the consolidated financial statements.

INDEX TO FINANCIAL STATEMENTS AND SCHEDULE

The following Consolidated Financial Statements and schedule of the registrant and its subsidiaries are submitted herewith as part of this report:

		Reference (Page/s)
Item 15(a)(1)	Financial Statements:	
1.	Management's Report on Internal Control Over Financial Reporting	II-34
2.	Report of Independent Registered Public Accounting Firm	II-35
3.	Consolidated Statements of Operations for the years ended December 31, 2014, 2013 and 2012	II-36
4.	Consolidated Statements of Comprehensive Income for the years ended December 31, 2014, 2013 and 2012	II-37
5.	Consolidated Balance Sheets at December 31, 2014 and 2013	II-38
6.	Consolidated Statements of Cash Flows for the years ended December 31, 2014, 2013 and 2012	II-39
7.	Consolidated Statements of Stockholders' Equity for the years ended December 31, 2014, 2013 and 2012	II-40
8.	Notes to Consolidated Financial Statements	II-41
Item 15(a)(2)	Financial Statement Schedule:	
	II: Valuation and Qualifying Accounts	F-1

All other Schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule.

Item 8. *Financial Statements and Supplementary Data.*

MANAGEMENT' S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting and for the effectiveness of internal control over financial reporting, as such term is defined in Rule 13a-15(f) or Rule 15d-15(f) of the Exchange Act. Our internal control over financial reporting includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and disposition of assets; (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the Company; and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2014 based on the framework set forth in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2014.

The effectiveness of our internal control over financial reporting as of December 31, 2014 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

CBS CORPORATION

By: /s/ Leslie Moonves
Leslie Moonves
President
Chief Executive Officer

By: /s/ Joseph R. Ianniello
Joseph R. Ianniello
Chief Operating Officer

By: /s/ Lawrence Liding
Lawrence Liding
Executive Vice President, Controller
Chief Accounting Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of CBS Corporation:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income, cash flows, and stockholders' equity present fairly, in all material respects, the financial position of CBS Corporation and its subsidiaries at December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP
PricewaterhouseCoopers LLP
New York, New York
February 13, 2015

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share amounts)

	Year Ended December 31,		
	2014	2013	2012
Revenues	$ 13,806	$ 14,005	$ 12,820
Expenses:			
Operating	8,089	8,124	7,264
Selling, general and administrative	2,462	2,546	2,442
Restructuring charges (Note 5)	26	20	19
Impairment charges (Note 3)	52	—	11
Depreciation and amortization	281	290	306
Total expenses	10,910	10,980	10,042
Operating income	2,896	3,025	2,778
Interest expense	(363)	(375)	(401)
Interest income	13	8	5
Net loss on early extinguishment of debt (Note 9)	(352)	—	(32)
Other items, net	(30)	7	7
Earnings from continuing operations before income taxes and equity in loss of investee companies	2,164	2,665	2,357
Provision for income taxes	(762)	(878)	(812)
Equity in loss of investee companies, net of tax	(48)	(49)	(37)
Net earnings from continuing operations	1,354	1,738	1,508
Net earnings from discontinued operations, net of tax (Note 4)	1,605	141	66
Net earnings	$ 2,959	$ 1,879	$ 1,574
Basic net earnings per common share:			
Net earnings from continuing operations	$ 2.46	$ 2.86	$ 2.35
Net earnings from discontinued operations	$ 2.92	$ .23	$ .10
Net earnings	$ 5.38	$ 3.09	$ 2.45
Diluted net earnings per common share:			
Net earnings from continuing operations	$ 2.41	$ 2.79	$ 2.29
Net earnings from discontinued operations	$ 2.86	$ .23	$ .10
Net earnings	$ 5.27	$ 3.01	$ 2.39
Weighted average number of common shares outstanding:			
Basic	550	608	642
Diluted	561	624	659
Dividends per common share	$ .54	$ .48	$ .44

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Year Ended December 31,		
	2014	2013	2012
Net earnings	$ 2,959	$ 1,879	$ 1,574
Other comprehensive income (loss) from continuing operations, net of tax:			
Cumulative translation adjustments	(8)	(2)	9
Net actuarial gain (loss) and prior service costs (Note 14)	(163)	207	(136)
Unrealized gain on securities	(3)	1	—
Changes in fair value of cash flow hedges	(1)	—	—
Other comprehensive income (loss) from continuing operations, net of tax	(175)	206	(127)
Other comprehensive income (loss) from discontinued operations, before reclassifications	15	(4)	(3)
Reclassification from accumulated other comprehensive income (loss) from discontinued operations to net earnings	(30)	(178)	—
Total other comprehensive income (loss), net of tax	(190)	24	(130)
Total comprehensive income	$ 2,769	$ 1,903	$ 1,444

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	At December 31,	
	2014	2013
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 428	$ 368
Receivables, less allowances of $50 (2014) and $60 (2013)	3,459	3,234
Programming and other inventory (Note 6)	922	772
Deferred income tax assets, net (Note 13)	104	152
Prepaid income taxes	161	—
Prepaid expenses	129	109
Other current assets	386	384
Current assets of discontinued operations (Note 4)	—	351
Total current assets	5,589	5,370
Property and equipment	3,164	3,060
Less accumulated depreciation and amortization	1,731	1,599
Net property and equipment (Note 2)	1,433	1,461
Programming and other inventory (Note 6)	1,817	1,697
Goodwill (Note 3)	6,698	6,588
Intangible assets (Note 3)	6,008	5,870
Other assets (Note 1)	2,488	1,963
Assets held for sale (Note 3)	—	314
Assets of discontinued operations (Note 4)	39	3,124
Total Assets	$ 24,072	$ 26,387
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 302	$ 286
Accrued expenses	605	595
Accrued compensation	333	376
Participants' share and royalties payable	999	1,008
Program rights	404	398
Deferred revenues	206	269
Income taxes payable	—	54
Commercial paper (Note 9)	616	475
Current portion of long-term debt (Note 9)	20	20
Other current liabilities	522	472
Current liabilities of discontinued operations (Note 4)	26	254
Total current liabilities	4,033	4,207
Long-term debt (Note 9)	6,510	5,940
Participants' share and royalties payable	1,267	1,122
Pension and postretirement benefit obligations (Note 14)	1,564	1,327
Deferred income tax liabilities, net (Note 13)	1,530	1,314
Other liabilities	2,080	2,034
Liabilities of discontinued operations (Note 4)	118	477
Commitments and contingencies (Note 15)		
Stockholders' Equity:		
Class A Common Stock, par value $.001 per share; 375 shares authorized; 38 (2014) and 39 (2013) shares issued	—	—
Class B Common Stock, par value $.001 per share; 5,000 shares authorized; 818 (2014) and 801 (2013) shares issued	1	1
Additional paid-in capital	44,041	43,474
Accumulated deficit	(21,931)	(24,890)
Accumulated other comprehensive loss (Note 1)	(735)	(545)

		21,376		18,040
Less Treasury Stock, at cost; 349 (2014) and 244 (2013) Class B Shares		14,406		8,074
Total Stockholders' Equity		6,970		9,966
Total Liabilities and Stockholders' Equity	$	24,072	$	26,387

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2014	2013	2012
Operating Activities:			
Net earnings	$ 2,959	$ 1,879	$ 1,574
Less: Net earnings from discontinued operations	1,605	141	66
Net earnings from continuing operations	1,354	1,738	1,508
Adjustments to reconcile net earnings from continuing operations to net cash flow provided by operating activities from continuing operations:			
Depreciation and amortization	281	290	306
Impairment charges	52	—	11
Deferred tax provision	692	433	453
Stock-based compensation	154	222	147
Redemption of debt	(8)	—	(28)
Net gain on disposition and write-down of assets	(12)	(3)	(2)
Equity in loss of investee companies, net of tax and distributions	57	57	48
Amortization of deferred financing costs	9	10	12
Change in assets and liabilities, net of investing and financing activities			
Increase in receivables	(600)	(777)	(237)
(Increase) decrease in inventory and related program and participation liabilities, net	(213)	48	(414)
Decrease (increase) in other assets	34	(19)	28
Decrease in accounts payable and accrued expenses	(152)	(135)	(25)
Decrease in pension and postretirement benefit obligations	(34)	(188)	(190)
(Decrease) increase in income taxes	(390)	9	(75)
(Decrease) increase in deferred revenue	(47)	90	(29)
Other, net	33	4	(8)
Net cash flow provided by operating activities from continuing operations	1,210	1,779	1,505
Net cash flow provided by operating activities from discontinued operations	65	94	310
Net cash flow provided by operating activities	1,275	1,873	1,815
Investing Activities:			
Acquisitions, net of cash acquired	(27)	(20)	(146)
Capital expenditures	(206)	(212)	(200)
Investments in and advances to investee companies	(98)	(176)	(91)
Proceeds from sale of investments	12	30	13
Proceeds from dispositions	7	164	49
Other investing activities	(4)	—	—
Net cash flow used for investing activities from continuing operations	(316)	(214)	(375)
Net cash flow used for investing activities from discontinued operations	(285)	(58)	(76)
Net cash flow used for investing activities	(601)	(272)	(451)
Financing Activities:			
Proceeds from short-term debt borrowings, net	141	475	—
Proceeds from issuance of notes	1,728	—	1,566
Repayment of notes and debentures	(1,152)	—	(1,583)
Payment of capital lease obligations	(17)	(17)	(19)
Payment of contingent consideration	—	(30)	(33)
Dividends	(292)	(300)	(276)
Purchase of Company common stock	(3,595)	(2,185)	(1,137)
Payment of payroll taxes in lieu of issuing shares for stock-based compensation	(146)	(145)	(105)
Proceeds from exercise of stock options	283	146	168
Excess tax benefit from stock-based compensation	243	148	103
Other financing activities	(3)	(4)	—
Net cash flow used for financing activities from continuing operations	(2,810)	(1,912)	(1,316)
Net cash flow provided by financing activities from discontinued operations	2,167	—	—
Net cash flow used for financing activities	(643)	(1,912)	(1,316)
Net increase (decrease) in cash and cash equivalents	31	(311)	48

Cash and cash equivalents at beginning of year (includes $29 (2014), $21 (2013) and $38 (2012) of discontinued operations cash)	397	708	660
Cash and cash equivalents at end of year (includes $29 (2013) and $21 (2012) of discontinued operations cash)	$ 428	$ 397	$ 708

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In millions)

	Year Ended December 31,					
	2014		2013		2012	
	Shares	Amount	Shares	Amount	Shares	Amount
Class A Common Stock:						
Balance, beginning of year	39	$ —	43	$ —	44	$ —
Conversion of A shares into B shares	(1)	—	(4)	—	(1)	—
Balance, end of year	38	—	39	—	43	—
Class B Common Stock:						
Balance, beginning of year	801	1	785	1	769	1
Conversion of A shares into B shares	1	—	4	—	1	—
Restricted stock unit vests	5	—	7	—	8	—
Exercise of stock options	14	—	8	—	10	—
Retirement of Treasury Stock	(3)	—	(3)	—	(3)	—
Balance, end of year	818	1	801	1	785	1
Additional Paid-In Capital:						
Balance, beginning of year		43,474		43,424		43,395
Stock-based compensation		168		187		147
Tax benefit related to employee stock-based transactions		246		159		104
Exercise of stock options		282		144		170
Retirement of Treasury Stock		(146)		(145)		(105)
Dividends		(296)		(295)		(287)
Gain on Outdoor Americas IPO		313		—		—
Balance, end of year		44,041		43,474		43,424
Accumulated Deficit:						
Balance, beginning of year		(24,890)		(26,769)		(28,343)
Net earnings		2,959		1,879		1,574
Balance, end of year		(21,931)		(24,890)		(26,769)
Accumulated Other Comprehensive Loss:						
Balance, beginning of year		(545)		(569)		(439)
Other comprehensive income (loss)		(190)		24		(130)
Balance, end of year		(735)		(545)		(569)
Treasury Stock, at cost:						
Balance beginning of year	244	(8,074)	198	(5,874)	162	(4,706)
Class B Common Stock purchased	60	(3,612)	46	(2,201)	36	(1,170)
Outdoor Americas Split-Off	45	(2,721)	—	—	—	—
Shares paid for tax withholding for stock-based compensation	3	(146)	3	(145)	3	(105)
Issuance of stock for deferred compensation	—	1	—	1	—	2
Retirement of Treasury Stock	(3)	146	(3)	145	(3)	105
Balance, end of year	349	(14,406)	244	(8,074)	198	(5,874)
Total Stockholders' Equity		$ 6,970		$ 9,966		$ 10,213

See notes to consolidated financial statements.

1) BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business—CBS Corporation (together with its consolidated subsidiaries unless the context otherwise requires, the "Company" or "CBS Corp.") is comprised of the following segments: Entertainment (CBS Television, comprised of the CBS Television Network, CBS Television Studios, and CBS Global Distribution Group; CBS Interactive; and CBS Films), Cable Networks (Showtime Networks, CBS Sports Network and Smithsonian Networks), Publishing (Simon & Schuster) and Local Broadcasting (CBS Television Stations and CBS Radio).

Discontinued Operations—On April 2, 2014, CBS Outdoor Americas Inc. ("Outdoor Americas"), which was previously a subsidiary of the Company and has been renamed Outfront Media Inc., completed an initial public offering ("IPO") through which it sold 23.0 million shares, or approximately 19%, of its common stock. On July 16, 2014, the Company completed the split-off of Outdoor Americas through which the Company accepted 44.7 million shares of CBS Corp. Class B Common Stock from its stockholders in exchange for the 97.0 million shares, or approximately 81%, of Outdoor Americas common stock that it owned (the "Split-Off"). During 2013, the Company completed the sale of its outdoor advertising business in Europe, which included an interest in an outdoor business in Asia ("Outdoor Europe"). Outdoor Americas and Outdoor Europe have been presented as discontinued operations in the Company's consolidated financial statements (See Note 4). In addition, certain businesses that were previously disposed of by the Company prior to January 1, 2002, were accounted for as discontinued operations in accordance with accounting rules in effect prior to 2002.

Principles of Consolidation—The consolidated financial statements include the accounts of CBS Corp. and all of its subsidiaries in which a controlling interest is maintained. Controlling interest is determined by majority ownership interest and the absence of substantive third party participating rights. Investments over which the Company has a significant influence or ownership of more than 20% but less than or equal to 50%, without a controlling interest, are accounted for under the equity method. Investments of 20% or less, over which the Company has no significant influence, are accounted for under the cost method if the fair value is not readily determinable and are accounted for as available for sale securities if the fair value is readily determinable. All significant intercompany transactions have been eliminated.

Reclassifications—Certain amounts reported for prior years have been reclassified to conform to the current year's presentation.

Use of Estimates—The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Cash and Cash Equivalents—Cash and cash equivalents consist of cash on hand and short-term (maturities of three months or less at the date of purchase) highly liquid investments, including money market funds, commercial paper and bank time deposits.

Programming Inventory—The Company acquires rights to programming and produces programming to exhibit on its broadcast and cable networks, broadcast television and radio stations, and in theaters. The costs incurred in acquiring and producing programs are capitalized and amortized over the license period or projected useful life of the programming. Program rights and the related liabilities are recorded at the gross amount of the liabilities when the license period has begun, the cost of the program is determinable, and the program is accepted and available for airing.

Television production costs (which include direct production costs, production overhead and acquisition costs) are stated at the lower of unamortized cost or net realizable value. The Company then estimates total revenues to be earned and costs to be incurred throughout the life of each television program. For television programming, estimates for remaining total lifetime revenues are limited to the amount of revenue contracted for each episode in the initial market. Accordingly, television programming costs and participation costs incurred in excess of the amount of revenue contracted for each episode in the initial market are expensed as incurred on an episode by episode basis. Estimates for all secondary market revenues such as domestic and foreign syndication, basic cable, digital streaming, home entertainment and merchandising are included in the estimated lifetime revenues of such television programming once it can be demonstrated that a program can be successfully licensed in such secondary market. Television programming costs incurred subsequent to the establishment of the secondary market are initially capitalized and amortized, and estimated liabilities for participations are accrued, based on the proportion that current period revenues bear to the estimated remaining total lifetime revenues.

The costs incurred in acquiring television series and feature film programming are capitalized when the program is accepted and available for airing. These costs are amortized over the period in which an economic benefit is expected to be derived based on the timing of the Company's usage of and benefit from such programming. The costs of programming rights licensed under multi-year sports programming agreements are capitalized if the rights payments are made before the related economic benefit has been received. These costs are expensed over the period in which an economic benefit is expected to be derived based on the relative value of the events broadcast by the Company during a period. The relative value for an event is determined based on the revenues generated for that event in relation to the estimated total revenues over the remaining term of the sports programming agreement. For the Company's multi-year sports programming agreements where the rights payments for a season approximate the relative value of the events broadcast by the Company during that season, those rights payments are expensed during such season.

Lifetime revenue estimates for internally produced television programming, and the estimated economic benefit for the acquired programming, including revenue projections for multi-year sports programming, are periodically reviewed. Adjustments, if any, will result in changes to amortization rates, future net realizable value adjustments and/or estimated accruals for participation expense.

Property and Equipment—Property and equipment is stated at cost. Depreciation is computed by the straight-line method over estimated useful lives as follows:

Buildings	20 to 40 years
Leasehold Improvements	Shorter of lease term or useful life
Equipment and other (including capital leases)	3 to 20 years

Impairment of Long-Lived Assets—The Company assesses long-lived assets and intangible assets, other than goodwill and intangible assets with indefinite lives, for impairment whenever there is an indication that the carrying amount of the asset may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted cash flows expected to be generated by these assets, which is the estimated fair value, to their net carrying value. The amount of impairment loss, if any, will generally be measured by the difference between the net carrying value and the estimated fair value of the asset.

Impairment of Investments—Investments are reviewed for impairment on a quarterly basis by comparing their fair value to their respective carrying amounts. The Company determines the fair value of its public company investments by reference to their publicly traded stock price. With respect to private company investments, the Company makes its estimate of fair value by considering recent investee equity transactions, discounted cash flow analyses, recent operating results, estimates based on comparable public company operating cash flow multiples and, in certain situations, balance sheet liquidation values. If the fair value of the investment has dropped below the carrying amount, management considers several factors when determining whether an other-than-temporary decline has occurred. These factors include the length of time and the extent to which the estimated fair value or market value has been below the carrying value, the financial condition and the near-term prospects of the investee, the intent and ability of the Company to retain its investment in the investee for a period of time sufficient to allow for any anticipated recovery in market value, and other factors influencing the fair market value, such as general market conditions.

Goodwill and Intangible Assets—Goodwill is allocated to various reporting units, which are generally one level below the Company's operating segments. Intangible assets with finite lives, which primarily consist of trade names, are generally amortized using the straight-line method over their estimated useful lives, which range from 4 to 40 years. Goodwill and other intangible assets with indefinite lives, which consist of FCC licenses, are not amortized but are tested for impairment on an annual basis and between annual tests if events occur or circumstances change that would more likely than not reduce the fair value below its carrying amount. If the carrying value of goodwill or the intangible asset exceeds its fair value, an impairment loss is recognized as a noncash charge.

Other Assets—Other assets include noncurrent receivables of $1.94 billion at December 31, 2014 and $1.56 billion at December 31, 2013, which are primarily related to revenues recognized under long-term television licensing arrangements. Television license fee revenues are recognized at the beginning of the license period in which programs are made available to the licensee for exhibition, while the related cash is collected over the term of the license period.

Other Liabilities—Other liabilities consist primarily of the noncurrent portion of residual liabilities of previously disposed businesses, program rights obligations, deferred compensation and other employee benefit accruals.

Revenue Recognition—Advertising revenues, net of agency commissions, are recognized in the period during which advertising spots are aired or displayed. If there is a guarantee to deliver a targeted audience rating, revenues are recognized for the actual audience rating delivered, based on the ratings data published by independent audience ratings measurement companies. Revenues are deferred for any shortfall in the audience rating with respect to an advertising spot until such time as the required audience rating is delivered.

Revenues from the licensing of television programming are recognized in the period that the television series is made available to the licensee, which may cause fluctuations in operating results. Television series initially produced for networks and first-run syndication are generally licensed to domestic and international markets concurrently. The more successful network series are later licensed for digital streaming and to television stations, cable networks, and additional international markets. The length of the revenue cycle for television series will vary depending on the number of seasons a series remains in active production.

Affiliate and subscription fees for cable and broadcast networks, television stations and online content are recognized in the period the service is provided. Costs for advertising and marketing services provided to the Company by cable, satellite and other distributors are recorded in selling, general and administrative expenses.

Publishing revenues are recognized when merchandise is shipped or electronically delivered to the consumer. The Company records a provision for sales returns and allowances at the time of sale based upon historical trends which allow for a percentage of revenue recognized.

Deferred revenues primarily consist of revenues related to advertising arrangements and the licensing of television programming for which the revenues have not yet been earned. The amounts classified as current are expected to be earned within the next twelve months.

Sales of Multiple Products or Services—Revenues derived from a single sales contract that contains multiple products and services are allocated based on the relative fair value of each delivered item and recognized in accordance with the applicable revenue recognition criteria for the specific unit of accounting.

Collaborative Arrangements—Collaborative arrangements primarily consist of joint efforts with third parties to produce and distribute programming such as television series and live sporting events, including the 14-year agreement between the Company and Turner Broadcasting System, Inc. to telecast the *NCAA Division I Men's Basketball Championship* ("NCAA Tournament"), which began in 2011. In connection with this agreement for the NCAA Tournament, advertisements aired on the CBS Television Network are recorded as revenues and the Company's share of the program rights fees and other operating costs are recorded as operating expenses.

For episodic television programming, co-production costs are initially capitalized as programming inventory and amortized over the television series' estimated economic life. In such arrangements where the Company has distribution rights, all proceeds generated from such distribution are recorded as revenues and any participation profits due to third party collaborators are recorded as operating expenses. In co-production arrangements where third party collaborators have distribution rights, the Company's net participating profits are recorded as revenues.

Amounts attributable to transactions arising from collaborative arrangements between participants were not material to the Company's consolidated financial statements for all periods presented.

Advertising—Advertising costs are expensed as incurred. The Company incurred total advertising expenses of $410 million in 2014, $449 million in 2013 and $419 million in 2012.

Interest—Costs associated with the refinancing or issuance of debt, as well as debt discounts or premiums, are recorded as interest over the term of its related debt. The Company may enter into interest rate exchange agreements; the amount to be paid or received under such agreements is accrued and recognized over the life of the agreements as an adjustment to interest expense.

Income Taxes—The provision for income taxes includes federal, state, local, and foreign taxes. Deferred tax assets and liabilities are recognized for the estimated future tax effects of temporary differences between the financial statement carrying amounts and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which the temporary differences are expected to be reversed. The Company evaluates the realizability of deferred tax assets and establishes a valuation allowance when it is more likely than not that all or a portion of deferred tax assets will not be realized. For tax positions taken in a previously filed tax return or expected to be taken in a future tax return, the Company evaluates each position to determine whether it is more likely than not that the tax position will be sustained upon examination, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is subject to a measurement assessment to determine the amount of benefit to recognize in the Consolidated Statement of Operations and the appropriate reserve to establish, if any. If a tax position does not meet the more-likely-than-not recognition threshold a tax reserve is established and no benefit is recognized. A number of years may elapse before a tax return containing tax matters for which a reserve has been established is audited and finally resolved.

Foreign Currency Translation and Transactions— The Company's assets and liabilities denominated in foreign currencies are translated at foreign exchange rates in effect at the balance sheet date, while results of operations are translated at average foreign exchange rates for the respective periods. The resulting translation gains or losses are included as a separate component of stockholders' equity in accumulated other comprehensive income (loss). Foreign currency transaction gains and losses have been included in "Other items, net" in the Consolidated Statements of Operations.

Other items, net—For all periods presented, "Other items, net" primarily consisted of foreign exchange gains and losses.

Provision for Doubtful Accounts—The provision for doubtful accounts is estimated based on historical bad debt experience, the aging of accounts receivable, industry trends and economic indicators, as well as recent payment history for specific customers. The provision for doubtful accounts charged to expense was $9 million in 2014 and $14 million in each of 2013 and 2012.

Net Earnings (Loss) per Common Share—Basic earnings (loss) per share ("EPS") is based upon net earnings (loss) divided by the weighted average number of common shares outstanding during the period. Diluted EPS reflects the effect of the assumed exercise of stock options and vesting of restricted stock units ("RSUs") and market-based performance share units ("PSUs") only in the periods in which such effect would have been dilutive. Stock options to purchase 2 million shares of Class B Common Stock for each of the years ended December 31, 2014 and 2013, and stock options to purchase 4 million shares of Class B Common Stock for the year ended December 31, 2012, were outstanding but excluded from the calculation of diluted EPS because their inclusion would have been anti-dilutive.

The table below presents a reconciliation of weighted average shares used in the calculation of basic and diluted EPS.

Year Ended December 31,	2014	2013	2012
(in millions)			
Weighted average shares for basic EPS	550	608	642
Dilutive effect of shares issuable under stock-based compensation plans	11	16	17
Weighted average shares for diluted EPS	561	624	659

Accumulated Other Comprehensive Income —The following table presents the changes in the components of accumulated other comprehensive income (loss).

	Continuing Operations				Discontinued Operations	
	Cumulative Translation Adjustments	Net Actuarial Gain (Loss) and Prior Service Cost	Unrealized Gain on Securities	Change in Fair Value of Cash Flow Hedges	Other Comprehensive Income (Loss)	Accumulated Other Comprehensive Loss
At December 31, 2011	$ 159	$ (800)	$ 2	$ —	$ 200 (b)	$ (439)
Other comprehensive income (loss)	9	(136)	—	—	(3)	(130)
At December 31, 2012	168	(936)	2	—	197	(569)
Other comprehensive income (loss) before reclassifications	(2)	163	1	—	(4)	158
Reclassifications to net earnings	—	44 (a)	—	—	(178) (c)	(134)
Other comprehensive income (loss)	(2)	207	1	—	(182)	24
At December 31, 2013	166	(729)	3	—	15	(545)
Other comprehensive income (loss) before reclassifications	(8)	(189)	—	(1)	15	(183)
Reclassifications to net earnings	—	26 (a)	(3)	—	(30) (c)	(7)
Other comprehensive loss	(8)	(163)	(3)	(1)	(15)	(190)
At December 31, 2014	$ 158	$ (892)	$ —	$ (1)	$ —	$ (735)

(a) Reflects amortization of net actuarial losses. See Note 14.

(b) Primarily reflects cumulative translation adjustments.

(c) Reclassified in connection with the disposal of Outdoor Americas in 2014 and Outdoor Europe in 2013. See Note 4.

The net actuarial gain (loss) and prior service cost related to pension and other postretirement benefit plans included in other comprehensive income (loss) is net of a tax benefit (provision) for the years ended December 31, 2014, 2013 and 2012 of $105 million, $(132) million and $80 million, respectively, and other comprehensive loss from discontinued operations is net of a tax (provision) benefit of $(3) million and $1 million for the years ended December 31, 2013 and 2012, respectively. For the year ended December 31, 2014, the tax provision related to the other comprehensive loss from discontinued operations was minimal. The tax provision related to the unrealized gain on securities is minimal for all periods presented.

Stock-based Compensation—The Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award. The cost is recognized over the vesting period during which an employee is required to provide service in exchange for the award.

The following table summarizes the Company's stock-based compensation expense for the years ended December 31, 2014, 2013 and 2012:

Year Ended December 31,	2014	2013	2012
RSUs and PSUs	$ 131	$ 129	$ 105
Stock options and equivalents	23	93	42
Stock-based compensation expense, before income taxes	154	222	147
Related tax benefit	(60)	(86)	(57)
Stock-based compensation expense, net of tax benefit	$ 94	$ 136	$ 90

Stock-based compensation included in net earnings from discontinued operations was $5 million, $15 million and $7 million for 2014, 2013, and 2012, respectively.

Adoption of New Accounting Standards

Presentation of Reserves for Uncertain Tax Positions when a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists

During the first quarter of 2014, the Company adopted Financial Accounting Standards Board ("FASB") guidance on the presentation of the reserve for uncertain tax positions when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. This guidance requires the reserve for uncertain tax positions to be presented in the financial statements as a reduction to the deferred tax asset for a tax loss or other tax carryforward that would be applied in the settlement of the uncertain tax position. The adoption of this guidance did not have a material effect on the Company's consolidated financial statements.

Obligations Resulting from Joint and Several Liability Arrangements

During the first quarter of 2014, the Company adopted FASB guidance on the recognition, measurement and disclosure of obligations resulting from joint and several liability arrangements for which the total amount of the obligation is fixed at the reporting date. Under this guidance, the Company is required to measure its obligations under such arrangements as the sum of the amount it agreed to pay in the arrangement among its co-obligors and any additional amount the Company expects to pay on behalf of its co-obligors. The Company is also required to disclose the nature and amount of the obligation. The adoption of this guidance did not have an effect on the Company's consolidated financial statements.

Recent Pronouncements

Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items

In January 2015, the FASB issued amended guidance which eliminates the concept of extraordinary items. This guidance removes the requirement to assess whether an event or transaction is both unusual in nature and infrequent in occurrence and to separately present any such items on the statement of operations after income from continuing operations. Rather, such items will either be presented as a separate component of income from continuing operations or disclosed in the notes to the financial statements. This guidance is effective for interim and annual periods beginning after December 15, 2015. Early adoption is permitted provided that the guidance is applied from the beginning of the fiscal year of adoption. Additionally, the Company is permitted to amend prior periods presented in the financial statements once the guidance is adopted.

Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern

In August 2014, the FASB issued guidance which requires management to evaluate, for each interim and annual reporting period, whether there are conditions or events that raise substantial doubt about an entity's ability to continue as a going concern within one year after the date the financial statements are issued. If management identifies conditions or events that raise substantial doubt, disclosures are required in the financial statements, including any plans that will alleviate the substantial doubt about the entity's ability to continue as a going concern. This guidance, which is effective for the first annual period ending after December 15, 2016, is not expected to have an impact on the Company's consolidated financial statements.

Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period

In June 2014, the FASB issued guidance on the accounting for stock-based compensation when the terms of an award provide that a performance target that affects vesting could be achieved after the requisite service period. Under this guidance such performance target should not be reflected in estimating the grant-date fair value of the award. Compensation cost should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has already been rendered. This guidance, which is effective for interim and annual periods beginning after December 15, 2015, is not expected to have a material impact on the Company's consolidated financial statements.

Revenue from Contracts with Customers

In May 2014, the FASB issued guidance on the recognition of revenues which provides a single, comprehensive revenue recognition model for all contracts with customers and supersedes most existing revenue recognition guidance. The main principle under this guidance is that an entity should recognize revenue at the amount it expects to be entitled to in exchange for the transfer of goods or services to customers. The Company is currently evaluating the impact of this guidance, which is effective for interim and annual reporting periods beginning after December 15, 2016 with early adoption not permitted.

Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity

In April 2014, the FASB issued amended guidance which changes the requirements for reporting discontinued operations and requires additional disclosures about discontinued operations and disposals of components of an entity that do not qualify for discontinued operations reporting. Under this guidance, only a disposal of a component of an entity or a group of components of an entity that represent a strategic shift that has (or will have) a major effect on the company's operations and financial results should be reported in discontinued operations. The guidance also expands the definition of a discontinued operation to include a business or nonprofit activity that, on acquisition, meets the criteria to be classified as held for sale and disposals of equity method investments that meet the definition of discontinued operations. This guidance is effective prospectively for interim and annual periods beginning after December 15, 2014.

2) PROPERTY AND EQUIPMENT

At December 31,	2014	2013
Land	$ 240	$ 239
Buildings	717	691
Capital leases	165	165
Equipment and other	2,042	1,965
	3,164	3,060
Less accumulated depreciation and amortization	1,731	1,599
Net property and equipment	$ 1,433	$ 1,461

Depreciation expense, including capitalized lease amortization, was $249 million in 2014, $251 million in 2013 and $261 million in 2012. Amortization expense related to capital leases was $17 million in each of 2014 and 2013 and $19 million in 2012. Accumulated amortization of capital leases was $78 million at December 31, 2014 and $62 million at December 31, 2013.

3) GOODWILL AND OTHER INTANGIBLE ASSETS

The Company performs an annual fair value-based impairment test of goodwill and intangible assets with indefinite lives, comprised of FCC licenses, during the fourth quarter and also between annual tests if an event occurs or if circumstances change that would more likely than not reduce the fair value of a reporting unit or an indefinite-lived intangible asset below its carrying value. Goodwill is tested for impairment at the reporting unit level, which is one level below or the same as an operating segment. FCC licenses are tested for impairment at the geographic market level. The Company considers each geographic market, which is comprised of all of the Company's radio or television stations within that geographic market, to be a single unit of accounting because the FCC licenses at this level represent their highest and best use.

For 2014, the Company performed qualitative assessments for five reporting units, five radio markets, and ten television markets which management estimates each have fair values that exceed their respective carrying values by 20% or more. For each reporting unit, the Company weighed the relative impact of factors that are specific to the reporting unit as well as industry and macroeconomic factors. For each radio and television market, the Company weighed the relative impact of market-specific and macroeconomic factors. Based on the qualitative assessments, considering the aggregation of the relevant factors, the Company concluded that it is not more likely than not that the fair values of these reporting units and the fair value of FCC licenses within each market are less than their respective carrying amounts. Therefore, performing the quantitative impairment test was unnecessary.

For 2014, the Company performed the two-step quantitative goodwill impairment test for the remaining two reporting units, CBS Interactive and CBS Radio. The first step of the goodwill impairment test examines whether the carrying value of a reporting unit exceeds its fair value. If the carrying value exceeds the fair value, the second step of the test compares the implied fair value of a reporting unit's goodwill with the carrying value of its goodwill to determine the amount of impairment charge, if any. The estimated fair value of each reporting unit for which step one of the impairment test is performed is computed based upon the present value of future cash flows ("Discounted Cash Flow Method") and both the traded and transaction values of comparable businesses ("Market Comparable Method"). The Discounted Cash Flow Method and Market Comparable Method resulted in substantially equal fair values. The Discounted Cash Flow Method includes the Company's assumptions for growth rates, operating margins and capital expenditures for the projection period plus the residual value of the business at the end of the projection period. The estimated growth rates, operating margins and capital expenditures for the projection period are based on the Company's internal forecasts of future performance as well as historical trends. The residual value is estimated based on a perpetual nominal growth rate, which is based on projected long-range inflation and long-term industry projections, and for 2014 was 3.0% for CBS Interactive and 1.5% for CBS Radio. The discount rates, which for 2014 were 9.5%

for CBS Interactive and 8.0% for CBS Radio, are determined based on the average of the weighted average cost of capital of comparable entities.

Based on the 2014 annual impairment test, for each of the two reporting units for which the Company performed the first step of the impairment test, the estimated fair values exceeded the respective carrying values and therefore the second step of the impairment test was unnecessary.

For each of the remaining 21 radio and four television markets, the Company performed the quantitative impairment test that compares the estimated fair value of the FCC licenses by geographic market with their respective carrying values. The estimated fair value of each FCC license is computed using the Greenfield Discounted Cash Flow Method ("Greenfield Method"), which attempts to isolate the income that is attributable to the license alone. The Greenfield Method is based upon modeling a hypothetical start-up station and building it up to a normalized operation that, by design, lacks inherent goodwill and whose other assets have essentially been added as part of the build-up process. The Greenfield Method adds the present value of the estimated annual cash flows of the start-up station over a projection period to the residual value at the end of the projection period. The annual cash flows over the projection period include assumptions for overall advertising revenues in the relevant geographic market, the start-up station's operating costs and capital expenditures, and a three-year build-up period for the start-up station to reach a normalized state of operations, which reflects the point at which it achieves an average market share. In order to estimate the revenues of a start-up station, the total market advertising revenue in the subject market is estimated based on recent industry projections. Operating costs and capital expenditures are estimated based on both industry and internal data. The residual value is calculated using a perpetual nominal growth rate, which is based on projected long-range inflation in the U.S. and long-term industry projections. The discount rate is determined based on the average of the weighted average cost of capital of comparable entities in the broadcast industry. For each television station and radio station, the discount rate used for 2014 was 8.0% and the perpetual nominal growth rates used were 2.5% and 1.5%, respectively.

For its 2014 annual impairment test the Company concluded that the estimated fair values of the indefinite-lived intangible assets for which it performed a quantitative assessment exceeded the respective carrying values and therefore no impairment charge was required.

In December 2014, in connection with its strategy to grow its major market presence, the Company completed a radio station swap with Beasley Broadcast Group, Inc. through which the Company exchanged 13 of its radio stations in Tampa and Charlotte as well as one radio station in Philadelphia, for two radio stations in Philadelphia and three radio stations in Miami. In connection with the radio station swap, the Company recorded a pretax noncash impairment charge of $52 million to reduce the carrying value of the allocated goodwill. The assets associated with the disposed radio stations, which primarily consist of goodwill and FCC licenses, have been presented as held for sale on the Company's Consolidated Balance Sheets for all periods prior to the closing of the transaction.

During 2012, in connection with the sale of its five owned radio stations in West Palm Beach, the Company recorded a pretax noncash impairment charge of $11 million to reduce the carrying value of the allocated goodwill.

For the years ended December 31, 2014 and 2013, the changes in the book value of goodwill by segment were as follows:

	Balance at December 31, 2013	Acquisitions	Balance at December 31, 2014
Entertainment:			
Goodwill	$ 9,467	$ —	$ 9,467
Accumulated impairment losses	(6,294)	—	(6,294)
Goodwill, net of impairment	3,173	—	3,173
Cable Networks:			
Goodwill	480	—	480
Accumulated impairment losses	—	—	—
Goodwill, net of impairment	480	—	480
Publishing:			
Goodwill	406	—	406
Accumulated impairment losses	—	—	—
Goodwill, net of impairment	406	—	406
Local Broadcasting:			
Goodwill	22,244	110 [(a)]	22,354
Accumulated impairment losses	(19,715)	—	(19,715)
Goodwill, net of impairment	2,529	110	2,639
Total:			
Goodwill	32,597	110	32,707
Accumulated impairment losses	(26,009)	—	(26,009)
Goodwill, net of impairment	$ 6,588	$ 110	$ 6,698

(a) Amount primarily reflects goodwill acquired in the radio station swap with Beasley Broadcast Group, Inc. At December 31, 2013, the allocated goodwill, net of accumulated impairment relating to the stations disposed of in the swap was included in "Assets held for sale" on the Consolidated Balance Sheet and as a result is not included in the changes in book value above.

	Balance at December 31, 2012	Acquisitions	Other	Balance at December 31, 2013
Entertainment:				
Goodwill	$ 9,460	$ 7	$ —	$ 9,467
Accumulated impairment losses	(6,294)	—	—	(6,294)
Goodwill, net of impairment	3,166	7	—	3,173
Cable Networks:				
Goodwill	480	—	—	480
Accumulated impairment losses	—	—	—	—
Goodwill, net of impairment	480	—	—	480
Publishing:				
Goodwill	407	—	(1)	406
Accumulated impairment losses	—	—	—	—
Goodwill, net of impairment	407	—	(1)	406
Local Broadcasting:				
Goodwill	22,244	—	—	22,244
Accumulated impairment losses	(19,715)	—	—	(19,715)
Goodwill, net of impairment	2,529	—	—	2,529
Total:				
Goodwill	32,591	7	(1)	32,597
Accumulated impairment losses	(26,009)	—	—	(26,009)
Goodwill, net of impairment	$ 6,582	$ 7	$ (1)	$ 6,588

The Company's intangible assets were as follows:

At December 31, 2014	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Trade names	$ 220	$ (54)	$ 166
Other intangible assets	167	(129)	38
Total intangible assets subject to amortization	387	(183)	204
FCC licenses [a]	5,804	—	5,804
Total intangible assets	$ 6,191	$ (183)	$ 6,008

At December 31, 2013	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Trade names	$ 222	$ (42)	$ 180
Other intangible assets	211	(159)	52
Total intangible assets subject to amortization	433	(201)	232
FCC licenses [a]	5,638	—	5,638
Total intangible assets	$ 6,071	$ (201)	$ 5,870

(a) The increase in FCC licenses from December 31, 2013 to December 31, 2014 relates to the radio stations acquired in the radio station swap with Beasley Broadcast Group, Inc. At December 31, 2013, the FCC licenses relating to the radio stations disposed of in the swap were included in "Assets held for sale" on the Consolidated Balance Sheet.

Amortization expense was $32 million in 2014, $39 million in 2013 and $45 million in 2012. The Company expects its aggregate annual amortization expense for existing intangible assets subject to amortization for each of the years, 2015 through 2019, to be as follows:

	2015	2016	2017	2018	2019
Amortization expense	$ 24	$ 19	$ 15	$ 13	$ 13

4) DISCONTINUED OPERATIONS

On July 16, 2014, the Company completed the disposition of Outdoor Americas and, as a result, Outdoor Americas has been presented as a discontinued operation in the Company's consolidated financial statements for all periods presented. In aggregate, the Company received $4.76 billion from the disposition of Outdoor Americas, including $2.04 billion of cash and $2.72 billion in shares of CBS Corp. Class B Common Stock that were accepted in the Split-Off. The disposition was completed in three phases. First, in January 2014, Outdoor Americas borrowed $1.60 billion and provided $1.52 billion of the proceeds to the Company. Next, on April 2, 2014, Outdoor Americas completed an IPO through which it sold 23.0 million shares, or approximately 19%, of its common stock for $28.00 per share. Proceeds from the IPO, net of underwriting discounts and commissions, aggregated $615 million, of which $515 million was provided to the Company. Upon completion of the IPO, the Company owned 97.0 million shares, or approximately 81% of Outdoor Americas. Finally, on July 16, 2014, the Company completed the disposition of its 81% ownership of Outdoor Americas common stock through a Split-Off. In connection with the Split-Off, the Company

accepted 44.7 million shares of CBS Corp. Class B Common Stock from its stockholders in exchange for the 97.0 million shares of Outdoor Americas common stock that it owned. This transaction resulted in a gain of $1.56 billion for the year ended December 31, 2014 which is calculated as follows:

Fair value of CBS Corp. Class B Common Stock accepted (44,723,131 shares at $60.85 per share on July 16, 2014)	$	2,721
Carrying value of Outdoor Americas		(1,162)
Accumulated other comprehensive income		30
Transaction costs		(32)
Net gain on split-off of Outdoor Americas	$	1,557

The Split-Off was a tax-free transaction and therefore, there is no tax impact on the gain.

During 2013, the Company completed the sale of Outdoor Europe for $225 million. Outdoor Europe has been presented as a discontinued operation for all periods presented. For 2013, net earnings from discontinued operations include a gain on the disposal of Outdoor Europe and an after-tax charge of $110 million related to Outdoor Europe. This charge was associated with exiting an unprofitable contractual arrangement and the estimated fair value of guarantees, which historically were intercompany but upon the closing of the transaction became third-party guarantees (See Note 15).

The following table sets forth details of net earnings from discontinued operations for the years ended December 31, 2014, 2013 and 2012.

Year Ended December 31,	2014	2013	2012
Revenues from discontinued operations	$ 677	$ 1,695	$ 1,873
Earnings (loss) from discontinued operations	$ 79	$ (12)	$ 128
Income tax provision	(26)	—	(62)
Earnings (loss) from discontinued operations, net of tax	53	(12)	66
Gain on disposal	1,557	159	—
Income tax provision	—	(6)	—
Gain on disposal, net of tax	1,557	153	—
Less: Net earnings from discontinued operations attributable to noncontrolling interest, net of tax	5	—	—
Net earnings from discontinued operations attributable to CBS Corp.	$ 1,605	$ 141	$ 66

The following table presents the major classes of assets and liabilities of the Company's discontinued operations.

At December 31,	2014	2013
Current assets	$ —	$ 351
Goodwill	—	1,866
Intangible assets	—	366
Net property and equipment	—	763
Other assets	39	129
Total Assets	$ 39	$ 3,475
Current liabilities	$ 26	$ 254
Other liabilities	118	477
Total Liabilities	$ 144	$ 731

Other liabilities of discontinued operations of $118 million and $477 million at December 31, 2014 and 2013, respectively, primarily include tax reserves related to previously disposed businesses and the carrying value of the guarantee liability associated with the disposition of Outdoor Europe of approximately $28 million and $40 million,

respectively. At December 31, 2013, other liabilities of discontinued operations also included deferred tax liabilities related to Outdoor Americas.

5) RESTRUCTURING CHARGES

During the year ended December 31, 2014, in a continued effort to reduce its cost structure, the Company initiated restructuring plans across several of its businesses, primarily for the reorganization or closure of certain business operations. As a result, the Company recorded restructuring charges of $26 million, reflecting $17 million of severance costs and $9 million of costs associated with exiting contractual obligations. During the year ended December 31, 2013, the Company recorded restructuring charges of $20 million, reflecting $14 million of severance costs and $6 million of costs associated with exiting contractual obligations. As of December 31, 2014, the cumulative amount paid for the 2014 and 2013 restructuring charges was $24 million, of which $17 million was for the severance costs and $7 million related to costs associated with exiting contractual obligations. The 2013 restructuring reserve was substantially utilized at December 31, 2014. The Company expects to substantially utilize the 2014 restructuring reserve by the end of 2015.

	Balance at December 31, 2013	2014 Charges	2014 Payments	Balance at December 31, 2014
Entertainment	$ 8	$ 8	$ (8)	$ 8
Cable Networks	1	—	(1)	—
Publishing	1	1	(2)	—
Local Broadcasting	4	14	(6)	12
Corporate	1	3	(2)	2
Total	$ 15	$ 26	$ (19)	$ 22

	2013 Charges	2013 Payments	Balance at December 31, 2013
Entertainment	$ 12	$ (4)	$ 8
Cable Networks	1	—	1
Publishing	1	—	1
Local Broadcasting	5	(1)	4
Corporate	1	—	1
Total	$ 20	$ (5)	$ 15

6) PROGRAMMING AND OTHER INVENTORY

At December 31,	2014	2013
Program rights	$ 1,471	$ 1,331
Television programming:		
Released (including acquired libraries)	983	878
In process and other	179	139
Theatrical programming:		
Released	23	38
In process and other	36	32
Publishing, primarily finished goods	47	51
Total programming and other inventory	2,739	2,469
Less current portion	922	772
Total noncurrent programming and other inventory	$ 1,817	$ 1,697

7) RELATED PARTIES

National Amusements, Inc. National Amusements, Inc. ("NAI") is the controlling stockholder of CBS Corp. and Viacom Inc. Mr. Sumner M. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, is the Executive Chairman of the Board of Directors and founder of both CBS Corp. and Viacom Inc. In addition, Ms. Shari Redstone, Mr. Sumner M. Redstone's daughter, is the president and a director of NAI and the vice chair of the Board of Directors of both CBS Corp. and Viacom Inc. Mr. David R. Andelman is a director of CBS Corp. and serves as a director of NAI. Mr. Frederic V. Salerno is a director of CBS Corp. and serves as a director of Viacom Inc. At December 31, 2014, NAI directly or indirectly owned approximately 79.6% of CBS Corp.'s voting Class A Common Stock and owned approximately 7.8% of CBS Corp.'s Class A Common Stock and non-voting Class B Common Stock on a combined basis.

Viacom Inc. As part of its normal course of business, the Company licenses its television content, leases production facilities and sells advertising spots to various subsidiaries of Viacom Inc. Viacom Inc. also distributes certain of the Company's television programs in the home entertainment market. The Company's total revenues from these transactions were $183 million, $185 million and $211 million for the years ended December 31, 2014, 2013 and 2012, respectively.

The Company places advertisements with and leases production facilities from various subsidiaries of Viacom Inc. The total amounts for these transactions were $19 million, $21 million and $26 million for the years ended December 31, 2014, 2013 and 2012, respectively.

The following table presents the amounts due from Viacom Inc. in the normal course of business as reflected on the Company's Consolidated Balance Sheets. Amounts due to Viacom Inc. were minimal at December 31, 2014 and 2013.

At December 31,	2014	2013
Receivables	$ 107	$ 84
Other assets (Receivables, noncurrent)	76	115
Total amounts due from Viacom Inc.	$ 183	$ 199

Other Related Parties. The Company has equity interests in two domestic television networks and several international joint ventures for television channels, from which the Company earns revenues primarily by selling its television programming. Total revenues earned from sales to these joint ventures were $122 million, $108 million and $157 million for the years ended December 31, 2014, 2013 and 2012, respectively.

The Company, through the normal course of business, is involved in transactions with other related parties that have not been material in any of the periods presented.

8) INVESTMENTS

The Company accounts for investments over which it has significant influence or ownership of more than 20% but less than or equal to 50%, without a controlling interest, under the equity method. Such investments include the Company's 50% interests in the broadcast network, The CW, and the entertainment cable network, POP (formerly known as TVGN, TV Guide Network). In addition, the Company has interests in several international television joint ventures including a 49% interest in a joint venture with a subsidiary of AMC Networks Inc., which owns and operates six cable and satellite channels in the United Kingdom and Ireland, including CBS branded channels; a 30% interest in a joint venture with another subsidiary of AMC Networks Inc., which owns and operates nine cable and satellite channels in Europe, the Middle East and Africa; a 33% interest in a joint venture with a subsidiary of Ten Network

Holdings Limited to provide content to ELEVEN, a digital television channel service in Australia; and a 30% interest in a joint venture with RTL Group which owns and operates two cable channels in South East Asia.

At December 31, 2014 and 2013, respectively, the Company had $199 million and $188 million of equity investments that are included in "Other assets" on the Consolidated Balance Sheets.

Investments of 20% or less, over which the Company has no significant influence, that do not have a readily determinable fair value are accounted for under the cost method. At December 31, 2014 and 2013, respectively, the Company had $23 million and $16 million of cost investments that are included in "Other assets" on the Consolidated Balance Sheets.

The Company invested $98 million, $176 million and $91 million into its equity and cost investments during the years ended December 31, 2014, 2013 and 2012, respectively.

9) BANK FINANCING AND DEBT

The Company's debt consists of the following [a]:

At December 31,	2014	2013
Commercial paper	$ 616	$ 475
8.875% Notes due 2014	—	99
7.625% Senior Debentures due 2016	200	200
1.95% Senior Notes due 2017	398	397
4.625% Senior Notes due 2018	313	317
8.875% Senior Notes due 2019	—	592
2.30% Senior Notes due 2019	598	—
5.75% Senior Notes due 2020	500	500
4.30% Senior Notes due 2021	300	300
3.375% Senior Notes due 2022	695	695
7.875% Debentures due 2023	187	224
7.125% Senior Notes due 2023 [b]	46	52
3.70% Senior Notes due 2024	599	—
7.875% Senior Debentures due 2030	839	1,270
5.50% Senior Debentures due 2033	428	428
5.90% Senior Notes due 2040	299	299
4.85% Senior Notes due 2042	488	488
4.90% Senior Notes due 2044	543	—
Obligations under capital leases	97	113
Total debt [c]	7,146	6,449
Less discontinued operations debt [d]	—	14
Total debt from continuing operations	7,146	6,435
Less commercial paper	616	475
Less current portion	20	20
Total long-term debt from continuing operations, net of current portion	$ 6,510	$ 5,940

(a) Unless otherwise noted, the long-term debt instruments are issuances of CBS Corp. and are guaranteed by CBS Operations Inc.

(b) Debt instrument is an issuance of CBS Broadcasting Inc., a wholly owned subsidiary of CBS Corp., and has no guarantor.

(c) At December 31, 2014 and December 31, 2013, the senior debt balances included (i) a net unamortized discount of $21 million and $13 million, respectively, and (ii) an increase in the carrying value of the debt relating to previously settled fair value hedges of $14 million and $18 million, respectively. The face value of the Company's total debt was $7.15 billion at December 31, 2014 and $6.44 billion at December 31, 2013.

(d) Included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets.

For the year ended December 31, 2014, debt issuances, redemptions and repurchases were as follows:

Debt Issuances

August 2014, $600 million 2.30% senior notes due 2019
August 2014, $600 million 3.70% senior notes due 2024
August 2014, $550 million 4.90% senior notes due 2044

Debt Redemptions

$99 million 8.875% notes due 2014
$264 million 8.875% senior notes due 2019

Debt Repurchases

$336 million 8.875% senior notes due 2019, through a tender offer
$37 million 7.875% debentures due 2023, through a tender offer
$6 million 7.125% senior notes due 2023, through a tender offer
$423 million 7.875% senior debentures due 2030, through a tender offer

The debt repurchases and early debt redemption resulted in a pretax loss on early extinguishment of debt of $352 million ($219 million, net of tax) for the year ended December 31, 2014.

During January 2015, the Company issued $600 million of 3.50% senior notes due 2025 and $600 million of 4.60% senior notes due 2045 and used the net proceeds for the repurchase of CBS Corp. Class B Common Stock and repayment of short-term borrowings, including commercial paper.

All of the Company's long-term debt has been issued under fixed interest rate agreements. During 2014, in connection with the issuance of its $600 million of 2.30% senior notes due 2019, the Company entered into $600 million notional amount of fixed-to-floating rate swap agreements to hedge this debt. These interest rate swaps are designated as fair value hedges (See Note 10).

At December 31, 2014, the Company's scheduled maturities of long-term debt at face value, excluding capital leases, were as follows:

	2015	2016	2017	2018	2019	2020 and Thereafter
Long-term debt	$ —	$ 200	$ 400	$ 300	$ 600	$ 4,940

Commercial Paper

The Company had outstanding commercial paper borrowings under its commercial paper program of $616 million and $475 million at December 31, 2014 and 2013, respectively, at weighted average interest rates of 0.46% and 0.28%, respectively and with maturities of less than forty-five days. During December 2014, the Company increased its commercial paper program from $2.0 billion to $2.5 billion.

Credit Facility

During December 2014, the Company amended and restated its revolving credit facility (the "Credit Facility") to increase the capacity from $2.0 billion to $2.5 billion and extend the expiration to December 2019. The provisions of the Credit Facility are substantially similar to those under the Company's previous credit facility. The Company, at its option, may also borrow in certain foreign currencies up to specified limits under the Credit Facility. Borrowing rates under the Credit Facility are determined at the Company's option at the time of each borrowing and are based

generally on the prime rate in the U.S. or the London Interbank Offer Rate ("LIBOR") plus a margin based on the Company's senior unsecured debt rating. The Company pays a facility fee based on the total amount of the commitments.

The Credit Facility requires the Company to maintain a maximum Consolidated Leverage Ratio of 4.5x at the end of each quarter as further described in the Credit Facility. At December 31, 2014, the Company's Consolidated Leverage Ratio was approximately 2.1x.

The Consolidated Leverage Ratio reflects the ratio of the Company's indebtedness from continuing operations, adjusted to exclude certain capital lease obligations, at the end of a quarter, to the Company's Consolidated EBITDA for the trailing four consecutive quarters. Consolidated EBITDA is defined in the Credit Facility as operating income plus interest income and before depreciation, amortization and certain other noncash items.

The Credit Facility is used for general corporate purposes. At December 31, 2014, the Company had no borrowings outstanding under the Credit Facility and the remaining availability under the Credit Facility, net of outstanding letters of credit, was $2.49 billion.

10) FINANCIAL INSTRUMENTS

The Company's carrying value of financial instruments approximates fair value, except for differences with respect to notes and debentures. At December 31, 2014 and 2013, the carrying value of the Company's senior debt was $6.43 billion and $5.86 billion, respectively, and the fair value, which is estimated based on quoted market prices for similar liabilities (Level 2) and includes accrued interest, was $7.15 billion and $6.69 billion, respectively.

The Company uses derivative financial instruments primarily to modify its exposure to market risks from fluctuations in foreign currency exchange rates and interest rates. The Company does not use derivative instruments unless there is an underlying exposure and, therefore, the Company does not hold or enter into derivative financial instruments for speculative trading purposes.

All of the Company's long-term debt has been issued under fixed interest rate agreements. During 2014, in connection with the issuance of its $600 million of 2.30% senior notes due 2019, the Company entered into $600 million notional amount of fixed-to-floating rate swap agreements to hedge this debt. The fair value of interest rate swaps is included within the carrying value of the debt attributable to the risk being hedged, and in other assets or other liabilities on the Consolidated Balance Sheet. Gains or losses on interest rate swaps are recognized within interest expense.

Foreign exchange forward contracts have principally been used to hedge projected cash flows, generally within the next twelve months, in currencies such as the British Pound, the Euro, the Canadian Dollar and the Australian Dollar. The Company designates forward contracts used to hedge projected future television production costs as cash flow hedges. Gains or losses on the effective portion of designated cash flow hedges are initially recorded in other comprehensive income and reclassified to the statement of operations when the hedged item is recognized. Additionally, the Company enters into non-designated forward contracts to hedge non-U.S. dollar denominated cash flows. The change in fair value of the non-designated contracts is included in "Other items, net" in the Consolidated Statements of Operations.

At December 31, 2014 and 2013, the notional amount of all foreign currency contracts was $152 million and $136 million, respectively, which represents hedges of expected foreign currency cash flows.

The fair value of the Company's derivative instruments and the related activity was not material to the Consolidated Balance Sheets and Consolidated Statements of Operations for any of the periods presented.

The Company continually monitors its positions with, and credit quality of, the financial institutions that are counterparties to its financial instruments. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company does not anticipate nonperformance by the counterparties.

The Company's receivables do not represent significant concentrations of credit risk at December 31, 2014 and 2013, due to the wide variety of customers, markets and geographic areas to which the Company's products and services are sold.

11) FAIR VALUE MEASUREMENTS

The following tables set forth the Company's assets and liabilities measured at fair value on a recurring basis at December 31, 2014 and 2013. These assets and liabilities have been categorized according to the three-level fair value hierarchy established by the FASB, which prioritizes the inputs used in measuring fair value. Level 1 is based on publicly quoted prices for the asset or liability in active markets. Level 2 is based on inputs that are observable other than quoted market prices in active markets, such as quoted prices for the asset or liability in inactive markets or quoted prices for similar assets or liabilities. Level 3 is based on unobservable inputs reflecting the Company's own assumptions about the assumptions that market participants would use in pricing the asset or liability.

At December 31, 2014	Level 1	Level 2	Level 3	Total
Assets:				
Investments	$ 80	$ —	$ —	$ 80
Foreign currency hedges	—	6	—	6
Total Assets	$ 80	$ 6	$ —	$ 86
Liabilities:				
Deferred compensation	$ —	$ 307	$ —	$ 307
Foreign currency hedges	—	2	—	2
Total Liabilities	$ —	$ 309	$ —	$ 309

At December 31, 2013	Level 1	Level 2	Level 3	Total
Assets:				
Investments	$ 83	$ —	$ —	$ 83
Foreign currency hedges	—	3	—	3
Total Assets	$ 83	$ 3	$ —	$ 86
Liabilities:				
Deferred compensation	$ —	$ 268	$ —	$ 268
Foreign currency hedges	—	4	—	4
Total Liabilities	$ —	$ 272	$ —	$ 272

The fair value of investments is determined based on publicly quoted market prices in active markets. The fair value of foreign currency hedges is determined based on the present value of future cash flows using observable inputs including foreign currency exchange rates. The fair value of deferred compensation is determined based on the fair value of the investments elected by employees.

In connection with the disposal of Outdoor Europe in 2013, the Company recorded a pretax charge of $40 million in net earnings (loss) from discontinued operations, for the estimated fair value of guarantees, which historically have been intercompany but upon the closing of the transaction became third-party guarantees. The fair value of guarantee liabilities reflected the premium that would be required to issue such guarantee in a standalone arm's length transaction and was calculated based on an assessment of the probability of the primary obligor's default under the obligation.

discounted to its present value (Level 3). At December 31, 2014, the guarantee liabilities were reduced to $28 million upon the expiration or settlement of obligations under the guarantees.

During 2014, in connection with a radio station swap, the Company recorded a pretax noncash impairment charge of $52 million to reduce the carrying value of the allocated goodwill to its fair value using other nonobservable inputs (Level 3). The fair value of the transaction was determined based on a valuation of comparable assets in the same geographic markets.

12) STOCKHOLDERS' EQUITY

In general, CBS Corp. Class A Common Stock and CBS Corp. Class B Common Stock have the same economic rights; however, holders of CBS Corp. Class B Common Stock do not have any voting rights, except as required by law. Holders of CBS Corp. Class A Common Stock are entitled to one vote per share with respect to all matters on which the holders of CBS Corp. Common Stock are entitled to vote.

Dividends—The Company declared a quarterly cash dividend on its Class A and Class B Common Stock during each of the four quarters of 2014, 2013, and 2012. For the years ended December 31, 2014, 2013 and 2012, the Company declared per share dividends of $.54, $.48, and $.44, respectively, resulting in total annual dividends of $296 million, $295 million and $287 million, respectively. Dividends have been recorded as a reduction to additional paid-in capital as the Company has an accumulated deficit balance.

Purchase of Company Stock—During 2014, the Company repurchased 60.3 million shares of CBS Corp. Class B Common Stock under its share repurchase program for $3.61 billion, at an average cost of $59.88 per share. At December 31, 2014, $4.80 billion of authorization remained under the share repurchase program.

Also during 2014, the Company completed the Split-Off through which it received 44.7 million shares of CBS Corp. Class B Common Stock in exchange for the 97.0 million shares of Outdoor Americas common stock that it owned (See Note 4).

Conversion Rights—Holders of Class A Common Stock have the right to convert their shares to Class B Common Stock as long as there are at least 5,000 shares of Class A Common Stock outstanding. Conversions of CBS Corp. Class A Common Stock into Class B Common Stock were 1.3 million for 2014, 4.0 million for 2013 and 0.3 million for 2012.

Equity Incentive Plans—The Company has equity incentive plans (the "Plans") under which stock options, stock option equivalents, RSUs and PSUs were issued.

The purpose of the Plans is to benefit and advance the interests of the Company by attracting, retaining and motivating participants and to compensate participants for their contributions to the financial success of the Company. The Plans provide for awards of stock options, stock appreciation rights, restricted and unrestricted shares, RSUs, dividend equivalents, performance awards and other equity-related awards. Upon exercise of stock options or vesting of RSUs and PSUs, the Company issues new shares from its existing authorization. At December 31, 2014, there were 58 million shares available for future grant under the Plans.

RSUs and PSUs

Compensation expense for RSUs is determined based upon the market price of the shares underlying the awards on the date of grant and expensed over the vesting period, which is generally a one- to four-year service period. Certain RSU awards are also subject to satisfying performance conditions. Compensation expense is recorded based on the

probable outcome of the performance conditions. Forfeitures for RSUs are estimated on the date of grant based on historical forfeiture rates. On an annual basis, the Company adjusts the compensation expense based on actual forfeitures and revises the forfeiture rate as necessary.

During 2012, the Company also granted awards of PSUs which vest based on the achievement of market performance targets. The number of shares that will be issued upon vesting of PSUs can range from 0% to 300% of the target award, based on the ranking of the total shareholder return ("TSR") for CBS Corp. Class B Common Stock within the S&P 500 Index over a designated three-year measurement period, or in certain circumstances, based on the achievement of established operating performance goals. The fair value of the PSUs is determined using a Monte Carlo Simulation model. This model generates simulated TSR of CBS Corp. Class B Common Stock versus each of the companies in the S&P 500 Index through the end of the relevant measurement period. Compensation expense for PSUs is expensed over the vesting period, which is a three-year service period.

The total fair value of RSUs and PSUs that vested during 2014, 2013, and 2012 was $319 million, $324 million and $251 million, respectively. Total unrecognized compensation cost related to non-vested RSUs at December 31, 2014 was $182 million which is expected to be recognized over a weighted average period of 2.3 years.

The following table summarizes the Company's RSU and PSU activity.

	RSUs and PSUs	Weighted Average Grant Date Fair Value
Non-vested at December 31, 2013	9,519,224	$ 31.20
Granted	2,789,721	$ 62.70
Vested	(4,929,780)	$ 28.56
Forfeited	(422,899)	$ 43.23
Converted to Outdoor Americas RSUs	(256,172)	$ 37.77
Non-vested at December 31, 2014	6,700,094	$ 45.26

Stock Options and Equivalents

Compensation expense for stock options is determined based on the grant date fair value of the award calculated using the Black-Scholes options-pricing model. Stock options generally vest over a three- to four-year service period and expire eight years from the date of grant. Forfeitures are estimated on the date of grant based on historical forfeiture rates. On an annual basis, the Company adjusts the compensation expense based on actual forfeitures and revises the forfeiture rate as necessary. Stock option equivalents are settled in cash upon exercise and therefore, the Company remeasures the fair value of these awards at each reporting date. The Company had 0.2 million and 1.8 million stock option equivalents outstanding at December 31, 2014 and 2013, respectively.

The weighted average fair value of stock options as of the grant date was $18.23, $12.11 and $9.05 in 2014, 2013, and 2012, respectively. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted average assumptions:

	2014	2013	2012
Expected dividend yield	1.25%	1.49%	1.92%
Expected stock price volatility	33.06%	34.86%	39.09%
Risk-free interest rate	1.60%	.97%	.94%
Expected term of options (years)	5.00	5.00	5.02

The expected stock price volatility is determined using a weighted average of historical volatility for CBS Corp. Class B Common Stock and implied volatility of publicly traded options to purchase CBS Corp. Class B Common Stock. Given the existence of an actively traded market for CBS Corp. options, the Company was able to derive

implied volatility using publicly traded options to purchase CBS Corp. Class B Common Stock that were trading near the grant date of the employee stock options at a similar exercise price and a remaining term of greater than one year.

The risk-free interest rate is based on a U.S. Treasury rate in effect on the date of grant with a term equal to the expected life. The expected term is determined based on historical employee exercise and post-vesting termination behavior. The expected dividend yield represents the Company's future expectation of the dividend yield based on current rates and historical patterns of dividend changes.

Total unrecognized compensation cost related to non-vested stock option awards at December 31, 2014 was $54 million, which is expected to be recognized over a weighted average period of 2.4 years.

The following table summarizes the Company's stock option activity under the Plans.

	Stock Options	Weighted Average Exercise Price
Outstanding at December 31, 2013	27,974,627	$ 24.78
Granted	2,039,818	$ 65.91
Exercised	(13,534,632)	$ 20.87
Forfeited or expired	(625,755)	$ 32.30
Converted to Outdoor Americas stock options	(219,741)	$ 33.27
Outstanding at December 31, 2014	15,634,317	$ 33.12
Exercisable at December 31, 2014	8,615,711	$ 25.15

The following table summarizes other information relating to stock option exercises during the years ended December 31, 2014, 2013 and 2012.

Year Ended December 31,	2014	2013	2012
Cash received from stock option exercises	$ 283	$ 146	$ 168
Tax benefit of stock option exercises	$ 200	$ 88	$ 67
Intrinsic value of stock option exercises	$ 517	$ 229	$ 174

The following table summarizes information concerning outstanding and exercisable stock options to purchase CBS Corp. Class B Common Stock under the Plans at December 31, 2014.

	Outstanding			Exercisable	
Range of Exercise Price	Number of Options	Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price
$5 to 9.99	757,967	2.23	$ 5.26	757,967	$ 5.26
$10 to 19.99	604,593	3.36	$ 14.09	604,593	$ 14.09
$20 to 29.99	8,417,067	3.70	$ 25.81	5,690,194	$ 25.68
$30 to 39.99	1,426,662	5.40	$ 34.05	1,083,333	$ 33.92
$40 to 49.99	2,400,080	6.16	$ 44.14	477,893	$ 44.38
$50 to 59.99	9,521	6.82	$ 59.94	1,731	$ 59.94
$60 to 69.99	2,018,427	7.13	$ 65.91	—	$ —
	15,634,317			8,615,711	

At December 31, 2014 stock options outstanding have a weighted average remaining contractual life of 4.59 years and the total intrinsic value for "in-the-money" options, based on the Company's closing stock price of $55.34, was $369 million. At December 31, 2014 stock options exercisable have a weighted average remaining contractual life of 3.60 years and the total intrinsic value for "in-the-money" exercisable options was $260 million.

13) INCOME TAXES

The U.S. and foreign components of earnings from continuing operations before income taxes and equity in loss of investee companies were as follows:

Year Ended December 31,	2014	2013	2012
United States	$ 1,790	$ 2,283	$ 2,030
Foreign	374	382	327
Total	$ 2,164	$ 2,665	$ 2,357

The components of the provision for income taxes were as follows:

Year Ended December 31,	2014	2013	2012
Current:			
Federal	$ (14)	$ 310	$ 236
State and local	22	74	61
Foreign	62	61	62
	70	445	359
Deferred	692	433	453
Provision for income taxes	$ 762	$ 878	$ 812

In addition, included in discontinued operations was an income tax provision of $26 million, $6 million, and $62 million in 2014, 2013, and 2012, respectively.

The equity in loss of investee companies is shown net of tax on the Company's Consolidated Statements of Operations. The tax benefits relating to losses from equity investments in 2014, 2013, and 2012 were $30 million, $31 million, and $23 million, respectively, which represented an effective tax rate of 38.7% for 2014 and 38.8% for each of 2013 and 2012.

In 2014 and 2013, the Company realized tax benefits from the exercise of stock options and vesting of RSUs and PSUs of $322 million and $210 million, respectively.

The difference between income taxes expected at the U.S. federal statutory income tax rate of 35% and the provision for income taxes is summarized as follows:

Year Ended December 31,	2014	2013	2012
Taxes on income at U.S. federal statutory rate	$ 758	$ 933	$ 825
State and local taxes, net of federal tax benefit	93	101	84
Effect of foreign operations	(90)	(92)	(67)
Audit settlements, net	(7)	(17)	(3)
Other, net [a]	8	(47)	(27)
Provision for income taxes	$ 762	$ 878	$ 812

(a) For 2013 and 2012, amounts primarily reflect the Company's domestic production deduction.

The following table summarizes the components of deferred income tax assets and liabilities.

At December 31,	2014	2013
Deferred income tax assets:		
Reserves and other accrued liabilities	$ 743	$ 798
Pension, postretirement and other employee benefits	794	697
Tax credit and loss carryforwards	628	664
Other	113	151
Total deferred income tax assets	2,278	2,310
Valuation allowance	(575)	(634)
Deferred income tax assets, net	1,703	1,676
Deferred income tax liabilities:		
Intangible assets	(2,432)	(2,305)
Unbilled licensing receivables	(532)	(345)
Property, equipment and other assets	(151)	(176)
Total deferred income tax liabilities	(3,115)	(2,826)
Deferred income tax liabilities, net	$ (1,412)	$ (1,150)

In addition to the deferred income taxes reflected in the table above, included in the assets and liabilities of discontinued operations on the Consolidated Balance Sheets is a net deferred income tax asset of $38 million at December 31, 2014 and a net deferred income tax liability of $182 million at December 31, 2013.

At December 31, 2014, the Company had net operating loss carryforwards for federal, state and local, and foreign jurisdictions of approximately $925 million, the majority of which expire in various years from 2015 through 2034.

The 2014 and 2013 deferred income tax assets were reduced by a valuation allowance of $575 million and $634 million, respectively, principally relating to income tax benefits from capital losses and net operating losses in foreign jurisdictions which are not expected to be realized.

The Company's share of the undistributed earnings of foreign subsidiaries not included in its consolidated federal income tax return that could be subject to additional income taxes if remitted was approximately $3.99 billion at December 31, 2014 and $4.08 billion at December 31, 2013. No provision has been recorded for the U.S. or foreign taxes that could result from the remittance of such undistributed earnings since the Company intends to distribute only the portion of such earnings which would be offset by U.S. foreign tax credits or remitted in tax-free transactions, and intends to reinvest the remainder outside the U.S. indefinitely. The determination of the unrecognized U.S. federal deferred income tax liability for undistributed earnings is not practicable.

The following table sets forth the change in the reserve for uncertain tax positions, excluding related accrued interest and penalties.

At January 1, 2012	$	189
Additions for current year tax positions		12
Additions for prior year tax positions		10
Reductions for prior year tax positions		(32)
Cash settlements		(5)
Statute of limitations lapses		(2)
At December 31, 2012		172
Additions for current year tax positions		11
Additions for prior year tax positions		14
Reductions for prior year tax positions		(40)
Cash settlements		(17)
Statute of limitations lapses		(1)
At December 31, 2013		139
Additions for current year tax positions		14
Additions for prior year tax positions		31
Reductions for prior year tax positions		(26)
Cash settlements		(16)
Statute of limitations lapses		(2)
At December 31, 2014	$	140

At December 31, 2014 and 2013, $48 million and $53 million, respectively, of the reserve for uncertain tax positions were included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets.

The reserve for uncertain tax positions of $140 million at December 31, 2014 includes $111 million which would affect the Company's effective income tax rate, including discontinued operations, if and when recognized in future years.

The Company recognizes interest and penalty charges related to the reserve for uncertain tax positions as income tax expense. For the years ended December 31, 2014, 2013 and 2012, the Company recognized interest and penalties of $14 million, $12 million and $13 million, respectively, in the Consolidated Statements of Operations. As of December 31, 2014 and 2013, the Company has recorded liabilities for accrued interest and penalties of $50 million and $56 million, respectively, on the Consolidated Balance Sheets.

The Company is currently under examination by the IRS for the years 2011 and 2012 and expects to settle the audit in the first quarter of 2015. In addition, during the next six months, the Company expects a decrease to its reserve for uncertain tax positions related to an audit in a foreign jurisdiction of a previously disposed business that is accounted for as a discontinued operation. Various tax years are currently under examination by state and local and other foreign tax authorities. With respect to open tax years in all jurisdictions, the Company currently believes that it is reasonably possible that the reserve for uncertain tax positions will decrease within the next twelve months; however, as it is difficult to predict the final outcome of any particular tax matter, an estimate of any related impact to the reserve for uncertain tax positions cannot currently be determined.

14) PENSION AND OTHER POSTRETIREMENT BENEFITS

The Company and certain of its subsidiaries sponsor qualified and non-qualified defined benefit pension plans, principally non-contributory, covering eligible employees. The majority of participants in these plans are retired employees or former employees of previously divested businesses. Most of the Company's pension plans are closed to new entrants. The benefits for some plans are based primarily on an employee's years of service and average pay near retirement. Benefits under other plans are based primarily on an employee's pay for each year that the employee participated in the plan. Participating employees are vested in the plans after five years of service. The Company funds its pension plans in accordance with the Employee Retirement Income Security Act of 1974 ("ERISA"), the Pension Protection Act of 2006, the Internal Revenue Code of 1986 and the applicable rules and regulations. Plan assets consist principally of corporate bonds, equity securities and U.S. government securities. The Company's common stock represents approximately 1.9% and 2.2% of the plan assets' fair values at December 31, 2014 and 2013, respectively.

In addition, the Company sponsors health and welfare plans that provide postretirement health care and life insurance benefits to eligible retired employees and their covered dependents. Eligibility is based in part on certain age and service requirements at the time of their retirement. Most of the plans are contributory and contain cost-sharing features such as deductibles and coinsurance which are adjusted annually. Claims are paid primarily with the Company's funds.

The Company uses a December 31 measurement date for all pension and other postretirement benefit plans.

The following table sets forth the change in benefit obligation for the Company's pension and postretirement benefit plans.

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
Change in benefit obligation:				
Benefit obligation, beginning of year	$ 5,022	$ 5,511	$ 589	$ 676
Service cost	31	38	—	—
Interest cost	237	211	25	26
Actuarial loss (gain)	444	(311)	5	(51)
Benefits paid	(396)	(415)	(74)	(79)
Participants' contributions	—	—	11	10
Retiree Medicare drug subsidy	—	—	6	7
Settlements	(1)	—	—	—
Cumulative translation adjustments	(14)	(12)	—	—
Benefit obligation, end of year	$ 5,323	$ 5,022	$ 562	$ 589

The following table sets forth the change in plan assets for the Company's pension and postretirement benefit plans.

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
Change in plan assets:				
Fair value of plan assets, beginning of year	$ 4,184	$ 4,234	$ 5	$ 5
Actual return on plan assets	402	178	—	—
Employer contributions	50	199	57	62
Benefits paid	(396)	(415)	(74)	(79)
Participants' contributions	—	—	11	10
Retiree Medicare drug subsidy	—	—	6	7
Settlements	(1)	—	—	—
Cumulative translation adjustments	(15)	(12)	—	—
Fair value of plan assets, end of year	$ 4,224	$ 4,184	$ 5	$ 5

The funded status of pension and postretirement benefit obligations and the related amounts recognized on the Company's Consolidated Balance Sheets were as follows:

	Pension Benefits		Postretirement Benefits	
At December 31,	2014	2013	2014	2013
Funded status at end of year	$ (1,099)	$ (838)	$ (557)	$ (584)
Amounts recognized on the Consolidated Balance Sheets:				
Other assets	$ 15	$ 17	$ —	$ —
Current liabilities	(50)	(50)	(57)	(62)
Noncurrent liabilities	(1,064)	(805)	(500)	(522)
Net amounts recognized	$ (1,099)	$ (838)	$ (557)	$ (584)

The Company's qualified pension plans were underfunded by $425 million and $203 million at December 31, 2014 and 2013, respectively.

The following amounts were recognized in accumulated other comprehensive income (loss) on the Consolidated Balance Sheets.

	Pension Benefits		Postretirement Benefits	
At December 31,	2014	2013	2014	2013
Net actuarial (loss) gain	$ (1,774)	$ (1,533)	$ 222	$ 248
Net prior service (cost) credit	(10)	(11)	—	1
Share of equity investee	(1)	—	—	—
	(1,785)	(1,544)	222	249
Deferred income taxes	706	612	(35)	(46)
Net amount recognized in accumulated other comprehensive income (loss)	$ (1,079)	$ (932)	$ 187	$ 203

The accumulated benefit obligation for all defined benefit pension plans was $5.23 billion and $4.95 billion at December 31, 2014 and 2013, respectively.

Information for the pension plans with an accumulated benefit obligation in excess of plan assets is set forth below.

At December 31,	2014	2013
Projected benefit obligation	$ 5,200	$ 4,890
Accumulated benefit obligation	$ 5,111	$ 4,814
Fair value of plan assets	$ 4,085	$ 4,036

The following tables present the components of net periodic benefit cost and amounts recognized in other comprehensive income (loss).

	Pension Benefits			Postretirement Benefits		
Year Ended December 31,	2014	2013	2012	2014	2013	2012
Components of net periodic cost:						
Service cost	$ 31	$ 38	$ 34	$ —	$ —	$ —
Interest cost	237	211	240	25	26	33
Expected return on plan assets	(262)	(271)	(247)	—	—	—
Amortization of actuarial losses (gains)	63	85	70	(21)	(16)	(16)
Amortization of prior service cost (credit)	1	1	1	(1)	(1)	(1)
Net periodic cost	$ 70	$ 64	$ 98	$ 3	$ 9	$ 16

Year Ended December 31, 2014	Pension Benefits	Postretirement Benefits
Other comprehensive income (loss):		
Actuarial loss	$ (304)	$ (5)
Amortization of actuarial losses (gains) [a]	63	(21)
Amortization of prior service cost (credit) [a]	1	(1)
Share of equity investee	(1)	—
	(241)	(27)
Deferred income taxes	94	11
Recognized in other comprehensive income, net of tax	$ (147)	$ (16)

(a) Reflects amounts reclassified from accumulated other comprehensive income (loss) to net earnings.

Estimated net actuarial losses and prior service costs related to the defined benefit pension plans of approximately $78 million and $1 million, respectively, will be amortized from accumulated other comprehensive income (loss) into net periodic benefit costs in 2015.

Estimated net actuarial gains related to the other postretirement benefit plans of approximately $19 million will be amortized from accumulated other comprehensive income (loss) into net periodic benefit costs in 2015.

	Pension Benefits		Postretirement Benefits	
	2014	2013	2014	2013
Weighted average assumptions used to determine benefit obligations at December 31:				
Discount rate	4.1%	4.9%	3.8%	4.5%
Rate of compensation increase	3.0%	3.0%	N/A	N/A
Weighted average assumptions used to determine net periodic costs for the year ended December 31:				
Discount rate	4.9%	4.0%	4.5%	4.0%
Expected long-term return on plan assets	6.5%	6.5%	2.0%	2.0%
Rate of compensation increase	3.0%	3.0%	N/A	N/A

N/A - not applicable

The discount rates are determined based on the yield on portfolios of high quality bonds, constructed to provide cash flows necessary to meet the plans' expected future benefit payments, as determined for the benefit obligations. The expected return on plan assets assumption is derived using the current and expected asset allocation of the pension plan assets and considering historical as well as expected returns on various classes of plan assets.

The following additional assumptions were used in accounting for postretirement benefits.

	2014	2013
Projected health care cost trend rate for participants of age 65 and below	7.0%	7.5%
Projected health care cost trend rate for participants above age 65	7.0%	7.5%
Ultimate trend rate	5.0%	5.0%
Year ultimate trend rate is achieved for participants of age 65 and below	2019	2019
Year ultimate trend rate is achieved for participants above 65	2019	2019

A one percentage point change in assumed health care cost trend rates would have the following effects:

	One Percentage Point Increase	One Percentage Point Decrease
Effect on total service and interest cost components	$ —	$ —
Effect on the accumulated postretirement benefit obligation	$ 9	$ (9)

Plan Assets

The asset allocations for the Company's U.S. qualified defined benefit pension plan trust and international pension plan trusts are based upon an analysis of the timing and amount of projected benefit payments, projected company contributions, the expected returns and risk of the asset classes and the correlation of those returns. The target asset allocation for the Company's U.S. pension plan trust, which accounted for 95% of total plan assets at December 31, 2014, is to invest between 70% - 80% in long duration fixed income instruments, 16% - 28% in equity securities and the remainder in cash and other investments. At December 31, 2014, this trust was invested approximately 76% in long duration fixed income portfolios, 22% in equity instruments, and the remainder in cash, cash equivalents and other investments. Other trusts, which fund the Company's international pension plans, accounted for 5% of total plan assets at December 31, 2014 and are invested approximately 74% in fixed income instruments, 20% in equity instruments, and the remainder in cash, cash equivalents and other investments. Long duration fixed income investments primarily consist of a diversified portfolio of investment grade fixed income instruments with a duration that approximates the duration of the liabilities covered by the trust. All equity portfolios are diversified between U.S. and non-U.S. equities and include large and small capitalization equities. The asset allocations are reviewed regularly.

The following tables set forth the Company's pension plan assets measured at fair value on a recurring basis at December 31, 2014 and 2013. These assets have been categorized according to the three-level fair value hierarchy established by the FASB which prioritizes the inputs used in measuring fair value. Level 1 is based on quoted prices for the asset in active markets. Level 2 is based on inputs that are observable other than quoted market prices in active markets, such as quoted prices for the asset in inactive markets or quoted prices for similar assets. Level 3 is based on unobservable inputs that market participants would use in pricing the asset.

At December 31, 2014	Level 1	Level 2	Level 3	Total
Cash and cash equivalents [a]	$ 5	$ 43	$ —	$ 48
Fixed income securities:				
U.S. treasury securities	139	—	—	139
Government-related securities	49	301	—	350
Corporate bonds [b]	—	2,560	—	2,560
Mortgage-backed and asset-backed securities	—	116	3	119
Equity securities: [c]				
U.S. large capitalization	258	349	—	607
U.S. small capitalization	74	2	—	76
International equity [d]	—	242	—	242
Limited partnerships	—	—	56	56
Other	—	27	—	27
Total Assets	$ 525	$ 3,640	$ 59	$ 4,224

At December 31, 2013	Level 1	Level 2	Level 3	Total
Cash and cash equivalents [a]	$ 8	$ 55	$ —	$ 63
Fixed income securities:				
U.S. treasury securities	133	—	—	133
Government-related securities	44	234	—	278
Corporate bonds [b]	—	2,373	—	2,373
Mortgage-backed and asset-backed securities	—	128	4	132
Equity securities: [c]				
U.S. large capitalization	345	355	—	700
U.S. small capitalization	98	3	—	101
International equity [d]	—	291	—	291
Limited partnerships	—	—	55	55
Other	—	58	—	58
Total Assets	$ 628	$ 3,497	$ 59	$ 4,184

(a) Assets categorized as Level 2 reflect investments in money market funds.

(b) Securities of diverse industries, substantially all investment grade.

(c) Assets categorized as Level 2 reflect investments in common collective funds.

(d) Includes investments in emerging market funds of $50 million and $59 million at December 31, 2014 and 2013, respectively.

Money market investments are carried at amortized cost which approximates fair value due to the short-term maturity of these investments. Investments in equity securities are reported at fair value based on quoted market prices on national security exchanges. The fair value of investments in common collective funds are determined using the Net Asset Value ("NAV") provided by the administrator of the fund. The NAV is determined by each fund's trustee based upon the fair value of the underlying assets owned by the fund, less liabilities, divided by the number of outstanding units. The fair value of U.S. treasury securities is determined based on quoted market prices in active markets. The fair value of government related securities and corporate bonds is determined based on quoted market prices on national security exchanges, when available, or using valuation models which incorporate certain other observable inputs including recent trading activity for comparable securities and broker quoted prices. The fair value of mortgage-backed and asset-backed securities is based upon valuation models which incorporate available dealer

quotes and market information. Limited partnerships are valued using statements issued by the partnership which determine the value based on the fair value of the underlying investments.

The table below sets forth a summary of changes in the fair value of investments reflected as Level 3 at December 31, 2014.

	Limited Partnerships	Mortgage-backed Securities	Total
At January 1, 2013	$ 52	$ 4	$ 56
Actual return related to investments held at end of year	4	—	4
Distributions	(1)	—	(1)
At December 31, 2013	55	4	59
Actual return related to investments held at end of year	1	—	1
Distributions	—	(1)	(1)
At December 31, 2014	$ 56	$ 3	$ 59

The Company's other postretirement benefits plan assets of $5 million at both December 31, 2014 and 2013 were invested in U.S. fixed income index funds, which are categorized as Level 1 assets.

Future Benefit Payments

Estimated future benefit payments are as follows:

	2015	2016	2017	2018	2019	2020-2024
Pension	$ 398	$ 388	$ 381	$ 372	$ 364	$ 1,691
Postretirement	$ 67	$ 65	$ 62	$ 59	$ 57	$ 236
Retiree Medicare drug subsidy	$ 9	$ 9	$ 8	$ 8	$ 8	$ 36

In 2015, the Company expects to make contributions of approximately $50 million to its non-qualified pension plans to satisfy the benefit payments due under these plans. Also in 2015, the Company expects to contribute approximately $58 million to its other postretirement benefit plans to satisfy the Company's portion of benefit payments due under these plans.

Multiemployer Pension and Postretirement Benefit Plans

The Company contributes to a number of multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees including talent, writers, directors, producers and other employees, primarily in the entertainment industry. The other employers participating in these multiemployer plans are primarily in the entertainment and other related industries. The risks of participating in multiemployer plans are different from single-employer plans as assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers and if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers. In addition, if the Company chooses to stop participating in some of its multiemployer plans it may be required to pay those plans a withdrawal liability based on the underfunded status of the plan.

The financial health of a multiemployer plan is indicated by the zone status, as defined by the Pension Protection Act of 2006, which represents the funded status of the plan as certified by the plan's actuary. Plans in the red zone are less than 65% funded, the yellow zone are between 65% and 80% funded, and green zone are at least 80% funded.

The table below presents information concerning the Company's participation in multiemployer defined benefit pension plans.

Pension Plan	Employer Identification Number/Pension Plan Number	Pension Protection Act Zone Status [a] 2014	Pension Protection Act Zone Status [a] 2013	Company Contributions 2014	Company Contributions 2013	Company Contributions 2012	Expiration Date of Collective-Bargaining Agreement
AFTRA Retirement Plan [b]	13-6414972-001	Green	Green	$ 7	$ 7	$ 7	(c)
Directors Guild of America - Producer	95-2892780-001	Green	Green	5	5	4	6/30/2017
Producer-Writers Guild of America	95-2216351-001	Green	Green	10	8	8	5/1/2017
Screen Actors Guild - Producers	95-2110997-001	Green	Green	7	7	6	6/30/2017
Motion Picture Industry	95-1810805-001	Green	Green	8	7	7	(d)
Other Plans				10	8	6	
		Total contributions		$ 47	$ 42	$ 38	

(a) The Zone status for each individual plan listed was certified by each plan's actuary as of the beginning of the plan years for 2014 and 2013. The plan year is the twelve months ending December 31 for each plan listed above except AFTRA Retirement Plan which has a plan year ending November 30.

(b) The Company was listed in AFTRA Retirement Plan's Form 5500 as providing more than 5% of total contributions for the plan year ended November 30, 2013.

(c) The expiration dates range from June 30, 2017 through November 15, 2017.

(d) The expiration dates range from March 2, 2015 through March 2, 2016.

As a result of the above noted zone status there were no funding improvements or rehabilitation plans implemented, as defined by ERISA, nor any surcharges imposed for any of the individual plans listed.

The Company also contributes to multiemployer plans that provide postretirement healthcare, defined contribution and other benefits to certain employees under collective bargaining agreements. The contributions to these plans were $20 million, $17 million and $18 million for the years ended December 31, 2014, 2013 and 2012, respectively.

The Company recognizes the net periodic cost for multiemployer pension and postretirement benefit plans based on the required contributions to the plans.

Defined Contribution Plans

The Company sponsors defined contribution plans for the benefit of substantially all employees meeting eligibility requirements. Employer contributions to such plans were $49 million, $53 million and $49 million for the years ended December 31, 2014, 2013 and 2012, respectively.

15) COMMITMENTS AND CONTINGENCIES

The Company's commitments not recorded on the balance sheet primarily consist of programming and talent commitments, operating lease arrangements and purchase obligations for goods and services resulting from the Company's normal course of business.

Programming and talent commitments of the Company, estimated to aggregate $13.72 billion as of December 31, 2014, primarily include $10.23 billion for sports programming rights, $2.70 billion relating to the production and licensing of television, radio, and film programming, and $797 million for talent contracts. The Company also has committed purchase obligations which include agreements to purchase goods and services in the future that totaled $836 million as of December 31, 2014.

Other long-term contractual obligations recorded on the Company's Consolidated Balance Sheet include program liabilities, participations due to producers and residuals.

At December 31, 2014, commitments for programming and talent and purchase obligations not recorded on the balance sheet and other long-term contractual obligations recorded on the balance sheet were payable as follows:

	Programming and Talent	Purchase Obligations	Other Long-Term Contractual Obligations
2015	$ 2,429	$ 183	$ —
2016	2,094	159	726
2017	1,743	129	318
2018	1,563	109	127
2019	1,577	98	82
2020 and thereafter	4,317	158	69
Total	$ 13,723	$ 836	$ 1,322

The Company has long-term operating lease commitments for office space, equipment, transponders and studio facilities. The Company also enters into capital leases for satellite transponders.

At December 31, 2014, future minimum rental payments under noncancellable operating leases with terms in excess of one year and payments under capital leases are as follows:

	Leases	
	Capital	Operating
2015	$ 20	$ 177
2016	19	147
2017	15	134
2018	15	116
2019	14	100
2020 and thereafter	30	440
Total minimum payments	$ 113	$ 1,114
Less amounts representing interest	16	
Present value of minimum payments	$ 97	

Future minimum operating lease payments have been reduced by future minimum sublease income of $64 million. Rent expense was $206 million in 2014, $211 million in 2013 and $204 million in 2012. Included in net earnings from discontinued operations was rent expense of $158 million in 2014, $292 million in 2013 and $283 million in 2012.

Guarantees

On September 30, 2013 the Company completed the sale of Outdoor Europe to an affiliate of Platinum Equity. The Company continues to remain as guarantor of certain of Outdoor Europe's obligations, including franchise payment obligations under certain transit franchise agreements. Generally, the Company would be required to perform under the guarantees in the event of non-performance by the buyer. These agreements have varying terms, with the majority of the obligations guaranteed under these agreements expiring by September 2016. At December 31, 2014, the total franchise payment obligations under these agreements are estimated to be approximately $187 million, which will decrease on a monthly basis thereafter. The carrying value of the guarantee liability of approximately $28 million and $40 million at December 31, 2014 and 2013, respectively, is included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets.

The Company has indemnification obligations with respect to letters of credit and surety bonds primarily used as security against non-performance in the normal course of business. At December 31, 2014, the outstanding letters of credit and surety bonds approximated $242 million and were not recorded on the Consolidated Balance Sheet.

In the course of its business, the Company both provides and receives indemnities which are intended to allocate certain risks associated with business transactions. Similarly, the Company may remain contingently liable for various obligations of a business that has been divested in the event that a third party does not live up to its obligations under an indemnification obligation. The Company records a liability for its indemnification obligations and other contingent liabilities when probable under generally accepted accounting principles.

Legal Matters

General. On an ongoing basis, the Company vigorously defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state, local and international authorities (collectively, "litigation"). Litigation may be brought against the Company without merit, is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the below-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

Claims Related to Former Businesses: Asbestos. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2014, the Company had pending approximately 41,100 asbestos claims, as compared with approximately 45,150 as of December 31, 2013 and 45,900 as of December 31, 2012. During 2014, the Company received approximately 3,880 new claims and closed or moved to an inactive docket approximately 7,930 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2014 and 2013 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $11 million and $29 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year and insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of

new claims. While the number of asbestos claims filed against the Company has trended down in the past five to ten years and has remained flat in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

Other. The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

16) REPORTABLE SEGMENTS

The following tables set forth the Company's financial performance by reportable segment. The Company's operating segments, which are the same as its reportable segments, have been determined in accordance with the Company's internal management structure, which is organized based upon products and services.

Year Ended December 31,	2014	2013	2012
Revenues:			
Entertainment	$ 8,309	$ 8,645	$ 7,694
Cable Networks	2,176	2,069	1,772
Publishing	778	809	790
Local Broadcasting	2,756	2,696	2,774
Corporate/Eliminations	(213)	(214)	(210)
Total Revenues	$ 13,806	$ 14,005	$ 12,820

Revenues generated between segments primarily reflect advertising sales and television and feature film license fees. These transactions are recorded at market value as if the sales were to third parties and are eliminated in consolidation.

Year Ended December 31,	2014	2013	2012
Intercompany Revenues:			
Entertainment	$ 206	$ 208	$ 203
Cable Networks	1	—	—
Local Broadcasting	18	17	19
Total Intercompany Revenues	$ 225	$ 225	$ 222

The Company presents operating income (loss) before depreciation and amortization ("OIBDA"), restructuring charges and impairment charges ("Segment OIBDA") as the primary measure of profit and loss for its operating segments in accordance with FASB guidance for segment reporting. Beginning in the first quarter of 2015, the Company will present Operating Income excluding restructuring charges and impairment charges as its segment profit measure, in order to align with the primary method the Company's management began using in 2015 to evaluate segment performance and to make decisions regarding the allocation of resources to its segments. The Company believes the presentation of its segment profit measure is relevant and useful for investors because it allows investors to view segment performance in a manner similar to the primary method used by the Company's management and enhances their ability to understand the Company's operating performance.

Year Ended December 31,	2014	2013	2012
Segment OIBDA:			
Entertainment	$ 1,455	$ 1,758	$ 1,549
Cable Networks	997	898	811
Publishing	107	113	89
Local Broadcasting	965	898	957
Corporate	(269)	(332)	(292)
Total Segment OIBDA	3,255	3,335	3,114
Restructuring charges	(26)	(20)	(19)
Impairment charges	(52)	—	(11)
Depreciation and amortization	(281)	(290)	(306)
Operating income	2,896	3,025	2,778
Interest expense	(363)	(375)	(401)
Interest income	13	8	5
Net loss on early extinguishment of debt	(352)	—	(32)
Other items, net	(30)	7	7
Earnings from continuing operations before income taxes and equity in loss of investee companies	2,164	2,665	2,357
Provision for income taxes	(762)	(878)	(812)
Equity in loss of investee companies, net of tax	(48)	(49)	(37)
Net earnings from continuing operations	1,354	1,738	1,508
Net earnings from discontinued operations, net of tax	1,605	141	66
Net earnings	$ 2,959	$ 1,879	$ 1,574

Year Ended December 31,	2014	2013	2012
Operating Income (Loss):			
Entertainment	$ 1,308	$ 1,593	$ 1,381
Cable Networks	974	877	785
Publishing	100	106	80
Local Broadcasting	812	807	848
Corporate	(298)	(358)	(316)
Total Operating Income	$ 2,896	$ 3,025	$ 2,778

Year Ended December 31,	2014	2013	2012
Depreciation and Amortization			
Entertainment	$ 139	$ 153	$ 161
Cable Networks	23	20	26
Publishing	6	6	6
Local Broadcasting	87	86	90
Corporate	26	25	23
Total Depreciation and Amortization	$ 281	$ 290	$ 306

Year Ended December 31,	2014	2013	2012
Stock-based Compensation			
Entertainment	$ 56	$ 56	$ 49
Cable Networks	9	8	6
Publishing	4	4	3
Local Broadcasting	28	27	24
Corporate	57	127	65
Total Stock-based Compensation	$ 154	$ 222	$ 147

Year Ended December 31,	2014	2013	2012
Capital Expenditures			
Entertainment	$ 94	$ 101	$ 92
Cable Networks	16	16	18
Publishing	4	4	5
Local Broadcasting	65	64	64
Corporate	27	27	21
Total Capital Expenditures	$ 206	$ 212	$ 200

At December 31,	2014	2013
Assets:		
Entertainment	$ 10,469	$ 9,657
Cable Networks	2,113	1,968
Publishing	990	1,026
Local Broadcasting	9,585	9,600
Corporate	876	661
Discontinued operations	39	3,475
Total Assets	$ 24,072	$ 26,387

Year Ended December 31,	2014	2013	2012
Revenues by Type			
Advertising	$ 7,204	$ 7,525	$ 7,191
Content licensing and distribution	3,990	3,997	3,468
Affiliate and subscription fees	2,362	2,221	1,921
Other	250	262	240
Total Revenues	$ 13,806	$ 14,005	$ 12,820

Year Ended December 31,	2014	2013	2012
Revenues: [a]			
United States	$ 12,013	$ 12,178	$ 11,275
International	1,793	1,827	1,545
Total Revenues	$ 13,806	$ 14,005	$ 12,820

(a) Revenue classifications are based on customers' locations.

At December 31,	2014	2013
Long-lived Assets: [a]		
United States	$ 17,881	$ 20,169
International	328	533
Total Long-lived Assets	$ 18,209	$ 20,702

(a) Reflects total assets from both continuing and discontinued operations less current assets, investments and noncurrent deferred tax assets.

Transactions within the Company between the United States and international regions were not significant.

17) SUPPLEMENTAL CASH FLOW INFORMATION

Year Ended December 31,	2014	2013	2012
Cash paid for interest [a]	$ 707	$ 360	$ 440
Cash paid for income taxes:			
Continuing operations	$ 217	$ 294	$ 331
Discontinued operations	42	92	75
Total	$ 259	$ 386	$ 406

(a) Includes payments associated with the early extinguishment of debt of $360 million in 2014 and $60 million in 2012, mainly for early redemption premiums.

Year Ended December 31,	2014	2013	2012
Noncash investing and financing activities:			
Shares received in Split-Off (see Note 4)	$ 2,721	$ —	$ —
Equipment acquired under capitalized leases	$ 1	$ 58	$ 13
Radio station swap (See Note 3)	$ 262	$ —	$ —
Contingent consideration associated with acquisitions	$ —	$ —	$ 4

18) QUARTERLY FINANCIAL DATA (unaudited):

2014 [a]	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
Revenues:					
Entertainment	$ 2,303	$ 1,835	$ 1,911	$ 2,260	$ 8,309
Cable Networks	537	516	624	499	2,176
Publishing	153	211	199	215	778
Local Broadcasting	626	665	680	785	2,756
Corporate/Eliminations	(49)	(39)	(47)	(78)	(213)
Total Revenues	$ 3,570	$ 3,188	$ 3,367	$ 3,681	$ 13,806
Segment OIBDA:					
Entertainment	$ 457	$ 376	$ 335	$ 287	$ 1,455
Cable Networks	259	219	272	247	997
Publishing	13	24	43	27	107
Local Broadcasting	200	238	214	313	965
Corporate	(67)	(56)	(50)	(96)	(269)
Total Segment OIBDA	862	801	814	778	3,255
Restructuring charges	—	—	(26)	—	(26)
Impairment charge	—	—	(52)	—	(52)
Depreciation and amortization	(71)	(71)	(68)	(71)	(281)
Total Operating Income	$ 791	$ 730	$ 668	$ 707	$ 2,896
Operating Income (Loss):					
Entertainment	$ 420	$ 341	$ 294	$ 253	$ 1,308
Cable Networks	254	213	266	241	974
Publishing	11	23	41	25	100
Local Broadcasting	179	215	126	292	812
Corporate	(73)	(62)	(59)	(104)	(298)
Total Operating Income	$ 791	$ 730	$ 668	$ 707	$ 2,896
Net earnings from continuing operations	$ 462	$ 418	$ 72	$ 402	$ 1,354
Net earnings	$ 468	$ 439	$ 1,639	$ 413	$ 2,959
Basic net earnings per common share:					
Net earnings from continuing operations	$ .79	$ .73	$ .14	$ .78	$ 2.46
Net earnings	$ .80	$ .77	$ 3.08	$ .80	$ 5.38
Diluted net earnings per common share:					
Net earnings from continuing operations	$ .77	$ .72	$ .13	$ .77	$ 2.41
Net earnings	$ .78	$ .76	$ 3.03	$ .79	$ 5.27
Weighted average number of common shares outstanding:					
Basic	585	570	532	515	550
Diluted	600	581	541	523	561
Dividends per common share	$ .12	$ .12	$ .15	$ .15	$ .54

(a) On July 16, 2014, the Company completed the Split-Off of Outdoor Americas and as a result, Outdoor Americas has been presented as a discontinued operation in the consolidated financial statements for all periods presented.

2013 [a] [b]	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
Revenues:					
Entertainment	$ 2,539	$ 2,008	$ 1,884	$ 2,214	$ 8,645
Cable Networks	478	518	596	477	2,069
Publishing	171	189	224	225	809
Local Broadcasting	638	698	641	719	2,696
Corporate/Eliminations	(63)	(44)	(43)	(64)	(214)
Total Revenues	$ 3,763	$ 3,369	$ 3,302	$ 3,571	$ 14,005
Segment OIBDA:					
Entertainment	$ 480	$ 429	$ 431	$ 418	$ 1,758
Cable Networks	231	207	261	199	898
Publishing	12	21	43	37	113
Local Broadcasting	199	255	181	263	898
Corporate	(77)	(64)	(82)	(109)	(332)
Total Segment OIBDA	845	848	834	808	3,335
Restructuring charges	—	—	—	(20)	(20)
Depreciation and amortization	(74)	(73)	(70)	(73)	(290)
Total Operating Income	$ 771	$ 775	$ 764	$ 715	$ 3,025
Operating Income (Loss):					
Entertainment	$ 440	$ 391	$ 394	$ 368	$ 1,593
Cable Networks	227	202	255	193	877
Publishing	10	20	41	35	106
Local Broadcasting	176	234	161	236	807
Corporate	(82)	(72)	(87)	(117)	(358)
Total Operating Income	$ 771	$ 775	$ 764	$ 715	$ 3,025
Net earnings from continuing operations	$ 450	$ 435	$ 431	$ 422	$ 1,738
Net earnings	$ 443	$ 472	$ 494	$ 470	$ 1,879
Basic net earnings per common share:					
Net earnings from continuing operations	$ .72	$ .71	$ .71	$ .70	$ 2.86
Net earnings	$ .71	$ .78	$ .82	$ .78	$ 3.09
Diluted net earnings per common share:					
Net earnings from continuing operations	$ .71	$ .70	$ .70	$ .69	$ 2.79
Net earnings	$ .69	$ .76	$ .80	$ .76	$ 3.01
Weighted average number of common shares outstanding:					
Basic	621	609	603	599	608
Diluted	638	624	618	615	624
Dividends per common share	$ .12	$ .12	$ .12	$ .12	$ .48

(a) On July 16, 2014, the Company completed the Split-Off of Outdoor Americas and as a result, Outdoor Americas has been presented as a discontinued operation in the consolidated financial statements for all periods presented.

(b) During 2013, the Company completed the sale of Outdoor Europe which has been presented as a discontinued operation in the consolidated financial statements for all periods presented.

19) CONDENSED CONSOLIDATING FINANCIAL STATEMENTS

CBS Operations Inc. is a wholly owned subsidiary of the Company. CBS Operations Inc. has fully and unconditionally guaranteed CBS Corp.'s senior debt securities (See Note 9). The following condensed consolidating financial statements present the results of operations, financial position and cash flows of CBS Corp., CBS Operations Inc., the direct and indirect Non-Guarantor Affiliates of CBS Corp. and CBS Operations Inc., and the eliminations necessary to arrive at the information for the Company on a consolidated basis.

	Statement of Operations For the Year Ended December 31, 2014				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 159	$ 11	$ 13,636	$ —	$ 13,806
Expenses:					
Operating	68	6	8,015	—	8,089
Selling, general and administrative	61	235	2,146	—	2,462
Restructuring charges	—	3	23	—	26
Impairment charge	—	—	52	—	52
Depreciation and amortization	6	16	259	—	281
Total expenses	135	280	10,495	—	10,910
Operating income (loss)	24	(269)	3,141	—	2,896
Interest (expense) income, net	(443)	(383)	476	—	(350)
Loss on early extinguishment of debt	(351)	—	(1)	—	(352)
Other items, net	(1)	4	(33)	—	(30)
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	(771)	(648)	3,583	—	2,164
Benefit (provision) for income taxes	280	229	(1,271)	—	(762)
Equity in earnings (loss) of investee companies, net of tax	3,444	1,270	(48)	(4,714)	(48)
Net earnings from continuing operations	2,953	851	2,264	(4,714)	1,354
Net earnings (loss) from discontinued operations, net of tax	6	(1)	1,600	—	1,605
Net earnings	$ 2,959	$ 850	$ 3,864	$ (4,714)	$ 2,959
Total comprehensive income	$ 2,769	$ 857	$ 3,819	$ (4,676)	$ 2,769

	Statement of Operations For the Year Ended December 31, 2013				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 145	$ 11	$ 13,849	$ —	$ 14,005
Expenses:					
Operating	69	8	8,047	—	8,124
Selling, general and administrative	65	323	2,158	—	2,546
Restructuring charges	—	1	19	—	20
Depreciation and amortization	6	14	270	—	290
Total expenses	140	346	10,494	—	10,980
Operating income (loss)	5	(335)	3,355	—	3,025
Interest (expense) income, net	(457)	(369)	459	—	(367)
Other items, net	—	4	3	—	7
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	(452)	(700)	3,817	—	2,665
Benefit (provision) for income taxes	152	235	(1,265)	—	(878)
Equity in earnings (loss) of investee companies, net of tax	2,170	1,288	(49)	(3,458)	(49)
Net earnings from continuing operations	1,870	823	2,503	(3,458)	1,738
Net earnings (loss) from discontinued operations, net of tax	9	(5)	137	—	141
Net earnings	$ 1,879	$ 818	$ 2,640	$ (3,458)	$ 1,879
Total comprehensive income	$ 1,903	$ 815	$ 2,463	$ (3,278)	$ 1,903

	Statement of Operations For the Year Ended December 31, 2012				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 157	$ 15	$ 12,648	$ —	$ 12,820
Expenses:					
Operating	74	8	7,182	—	7,264
Selling, general and administrative	87	251	2,104	—	2,442
Restructuring charges	—	2	17	—	19
Impairment charge	—	—	11	—	11
Depreciation and amortization	6	14	286	—	306
Total expenses	167	275	9,600	—	10,042
Operating income (loss)	(10)	(260)	3,048	—	2,778
Interest (expense) income, net	(480)	(351)	435	—	(396)
Net loss on early extinguishment of debt	(32)	—	—	—	(32)
Other items, net	1	(5)	11	—	7
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	(521)	(616)	3,494	—	2,357
Benefit (provision) for income taxes	183	215	(1,210)	—	(812)
Equity in earnings (loss) of investee companies, net of tax	1,886	1,145	(37)	(3,031)	(37)
Net earnings from continuing operations	1,548	744	2,247	(3,031)	1,508
Net earnings (loss) from discontinued operations, net of tax	26	(3)	43	—	66
Net earnings	$ 1,574	$ 741	$ 2,290	$ (3,031)	$ 1,574
Total comprehensive income	$ 1,444	$ 734	$ 2,298	$ (3,032)	$ 1,444

	Balance Sheet At December 31, 2014				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Assets					
Cash and cash equivalents	$ 63	$ 1	$ 364	$ —	$ 428
Receivables, net	29	2	3,428	—	3,459
Programming and other inventory	4	3	915	—	922
Prepaid expenses and other current assets	306	27	477	(30)	780
Total current assets	402	33	5,184	(30)	5,589
Property and equipment	41	162	2,961	—	3,164
Less accumulated depreciation and amortization	15	98	1,618	—	1,731
Net property and equipment	26	64	1,343	—	1,433
Programming and other inventory	7	8	1,802	—	1,817
Goodwill	98	62	6,538	—	6,698
Intangible assets	—	—	6,008	—	6,008
Investments in consolidated subsidiaries	41,144	11,685	—	(52,829)	—
Other assets	219	17	2,252	—	2,488
Intercompany	—	2,726	21,772	(24,498)	—
Assets of discontinued operations	—	—	39	—	39
Total Assets	$ 41,896	$ 14,595	$ 44,938	$ (77,357)	$ 24,072
Liabilities and Stockholders' Equity					
Accounts payable	$ 3	$ 24	$ 275	$ —	$ 302
Participants' share and royalties payable	—	—	999	—	999
Program rights	5	3	396	—	404
Commercial paper	616	—	—	—	616
Current portion of long-term debt	4	—	16	—	20
Accrued expenses and other current liabilities	388	270	1,038	(30)	1,666
Current liabilities of discontinued operations	—	—	26	—	26
Total current liabilities	1,016	297	2,750	(30)	4,033
Long-term debt	6,383	—	127	—	6,510
Other liabilities	3,029	249	3,163	—	6,441
Liabilities of discontinued operations	—	—	118	—	118
Intercompany	24,498	—	—	(24,498)	—
Stockholders' Equity:					
Preferred stock	—	—	126	(126)	—
Common stock	1	123	590	(713)	1
Additional paid-in capital	44,041	—	60,894	(60,894)	44,041
Retained earnings (deficit)	(21,931)	14,260	(18,111)	3,851	(21,931)
Accumulated other comprehensive income (loss)	(735)	(3)	81	(78)	(735)
	21,376	14,380	43,580	(57,960)	21,376
Less treasury stock, at cost	14,406	331	4,800	(5,131)	14,406
Total Stockholders' Equity	6,970	14,049	38,780	(52,829)	6,970
Total Liabilities and Stockholders' Equity	$ 41,896	$ 14,595	$ 44,938	$ (77,357)	$ 24,072

	Balance Sheet At December 31, 2013				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Assets					
Cash and cash equivalents	$ 80	$ 1	$ 287	$ —	$ 368
Receivables, net	30	2	3,202	—	3,234
Programming and other inventory	4	2	766	—	772
Prepaid expenses and other current assets	179	18	474	(26)	645
Current assets of discontinued operations	—	—	351	—	351
Total current assets	293	23	5,080	(26)	5,370
Property and equipment	37	137	2,886	—	3,060
Less accumulated depreciation and amortization	9	83	1,507	—	1,599
Net property and equipment	28	54	1,379	—	1,461
Programming and other inventory	5	—	1,692	—	1,697
Goodwill	98	62	6,428	—	6,588
Intangible assets	—	—	5,870	—	5,870
Investments in consolidated subsidiaries	40,454	10,415	—	(50,869)	—
Other assets	89	18	1,856	—	1,963
Assets held for sale	—	—	314	—	314
Intercompany	—	3,240	18,409	(21,649)	—
Assets of discontinued operations	—	—	3,124	—	3,124
Total Assets	$ 40,967	$ 13,812	$ 44,152	$ (72,544)	$ 26,387
Liabilities and Stockholders' Equity					
Accounts payable	$ 1	$ 8	$ 277	$ —	$ 286
Participants' share and royalties payable	—	—	1,008	—	1,008
Program rights	5	2	391	—	398
Commercial paper	475	—	—	—	475
Current portion of long-term debt	5	—	15	—	20
Accrued expenses and other current liabilities	361	293	1,138	(26)	1,766
Current liabilities of discontinued operations	—	—	254	—	254
Total current liabilities	847	303	3,083	(26)	4,207
Long-term debt	5,791	—	149	—	5,940
Other liabilities	2,714	317	2,766	—	5,797
Liabilities of discontinued operations	—	—	477	—	477
Intercompany	21,649	—	—	(21,649)	—
Stockholders' Equity:					
Preferred stock	—	—	126	(126)	—
Common stock	1	123	953	(1,076)	1
Additional paid-in capital	43,474	—	61,678	(61,678)	43,474
Retained earnings (deficit)	(24,890)	13,410	(20,406)	6,996	(24,890)
Accumulated other comprehensive income (loss)	(545)	(10)	126	(116)	(545)
	18,040	13,523	42,477	(56,000)	18,040
Less treasury stock, at cost	8,074	331	4,800	(5,131)	8,074
Total Stockholders' Equity	9,966	13,192	37,677	(50,869)	9,966
Total Liabilities and Stockholders' Equity	$ 40,967	$ 13,812	$ 44,152	$ (72,544)	$ 26,387

	Statement of Cash Flows For the Year Ended December 31, 2014				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$ (1,107)	$ (194)	$ 2,576	$ —	$ 1,275
Investing Activities:					
Acquisitions, net of cash acquired	—	—	(27)	—	(27)
Capital expenditures	—	(27)	(179)	—	(206)
Investments in and advances to investee companies	—	—	(98)	—	(98)
Proceeds from sale of investments	—	—	12	—	12
Proceeds from dispositions	—	—	7	—	7
Other investing activities	(4)	—	—	—	(4)
Net cash flow used for investing activities from continuing operations	(4)	(27)	(285)	—	(316)
Net cash flow used for investing activities from discontinued operations	(29)	—	(256)	—	(285)
Net cash flow used for investing activities	(33)	(27)	(541)	—	(601)
Financing Activities:					
Proceeds from short-term debt borrowings, net	141	—	—	—	141
Proceeds from issuance of notes	1,728	—	—	—	1,728
Repayment of notes and debentures	(1,146)	—	(6)	—	(1,152)
Payment of capital lease obligations	—	—	(17)	—	(17)
Dividends	(292)	—	—	—	(292)
Purchase of Company common stock	(3,595)	—	—	—	(3,595)
Payment of payroll taxes in lieu of issuing shares for stock-based compensation	(146)	—	—	—	(146)
Proceeds from exercise of stock options	283	—	—	—	283
Excess tax benefit from stock-based compensation	243	—	—	—	243
Other financing activities	(3)	—	—	—	(3)
Increase (decrease) in intercompany payables	3,921	221	(4,142)	—	—
Net cash flow provided by (used for) financing activities from continuing operations	1,134	221	(4,165)	—	(2,810)
Net cash flow (used for) provided by financing activities from discontinued operations	(11)	—	2,178	—	2,167
Net cash flow provided by (used for) financing activities	1,123	221	(1,987)	—	(643)
Net (decrease) increase in cash and cash equivalents	(17)	—	48	—	31
Cash and cash equivalents at beginning of period (includes $29 of discontinued operations cash)	80	1	316	—	397
Cash and cash equivalents at end of period	$ 63	$ 1	$ 364	$ —	$ 428

	Statement of Cash Flows For the Year Ended December 31, 2013				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$ (934)	$ (187)	$ 2,994	$ —	$ 1,873
Investing Activities:					
Acquisitions, net of cash acquired	—	—	(20)	—	(20)
Capital expenditures	—	(27)	(185)	—	(212)
Investments in and advances to investee companies	—	—	(176)	—	(176)
Proceeds from sale of investments	23	1	6	—	30
Proceeds from dispositions	—	—	164	—	164
Net cash flow provided by (used for) investing activities from continuing operations	23	(26)	(211)	—	(214)
Net cash flow used for investing activities from discontinued operations	—	—	(58)	—	(58)
Net cash flow provided by (used for) investing activities	23	(26)	(269)	—	(272)
Financing Activities:					
Proceeds from short-term debt borrowings, net	475	—	—	—	475
Payment of capital lease obligations	—	—	(17)	—	(17)
Payment of contingent consideration	—	—	(30)	—	(30)
Dividends	(300)	—	—	—	(300)
Purchase of Company common stock	(2,185)	—	—	—	(2,185)
Payment of payroll taxes in lieu of issuing shares for stock-based compensation	(145)	—	—	—	(145)
Proceeds from exercise of stock options	146	—	—	—	146
Excess tax benefit from stock-based compensation	148	—	—	—	148
Other financing activities	(4)	—	—	—	(4)
Increase (decrease) in intercompany payables	2,602	213	(2,815)	—	—
Net cash flow provided by (used for) financing activities	737	213	(2,862)	—	(1,912)
Net decrease in cash and cash equivalents	(174)	—	(137)	—	(311)
Cash and cash equivalents at beginning of period (includes $21 of discontinued operations cash)	254	1	453	—	708
Cash and cash equivalents at end of period (includes $29 of discontinued operations cash)	$ 80	$ 1	$ 316	$ —	$ 397

	Statement of Cash Flows For the Year Ended December 31, 2012				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$ (827)	$ (179)	$ 2,821	$ —	$ 1,815
Investing Activities:					
Acquisitions, net of cash acquired	—	—	(146)	—	(146)
Capital expenditures	—	(21)	(179)	—	(200)
Investments in and advances to investee companies	—	—	(91)	—	(91)
Proceeds from sale of investments	9	2	2	—	13
Proceeds from dispositions	—	—	49	—	49
Net cash flow provided by (used for) investing activities from continuing operations	9	(19)	(365)	—	(375)
Net cash flow used for investing activities from discontinued operations	—	—	(76)	—	(76)
Net cash flow provided by (used for) investing activities	9	(19)	(441)	—	(451)
Financing Activities:					
Proceeds from issuance of notes	1,566	—	—	—	1,566
Repayment of notes and debentures	(1,583)	—	—	—	(1,583)
Payment of capital lease obligations	—	—	(19)	—	(19)
Payment of contingent consideration	—	—	(33)	—	(33)
Dividends	(276)	—	—	—	(276)
Purchase of Company common stock	(1,137)	—	—	—	(1,137)
Payment of payroll taxes in lieu of issuing shares for stock-based compensation	(105)	—	—	—	(105)
Proceeds from exercise of stock options	168	—	—	—	168
Excess tax benefit from stock-based compensation	103	—	—	—	103
Increase (decrease) in intercompany payables	2,202	198	(2,400)	—	—
Net cash flow provided by (used for) financing activities	938	198	(2,452)	—	(1,316)
Net increase (decrease) in cash and cash equivalents	120	—	(72)	—	48
Cash and cash equivalents at beginning of period (includes $38 of discontinued operations cash)	134	1	525	—	660
Cash and cash equivalents at end of period (includes $21 of discontinued operations cash)	$ 254	$ 1	$ 453	$ —	$ 708

Item 9. *Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.*

None.

Item 9A. *Controls and Procedures.*

The Company's chief executive officer and chief financial officer have concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934, as amended ("Exchange Act")) were effective, based on the evaluation of these controls and procedures required by Rule 13a-15(b) or 15d-15(b) of the Exchange Act. No change in the Company's internal control over financial reporting occurred during the Company's last fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's report on internal control over financial reporting and the report of the Company's independent registered public accounting firm thereon are set forth in Item 8, on pages II- 34 and II - 35, of this report.

Item 9B. *Other Information.*

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance.*

The information required by this item with respect to the Company's directors is contained in the CBS Corporation Proxy Statement for the Company's 2015 Annual Meeting of Stockholders (the "Proxy Statement") under the headings "CBS Corporation's Board of Directors," "Item 1—Election of Directors," and "Section 16(a) Beneficial Ownership Reporting Compliance," which information is incorporated herein by reference.

The information required by this item with respect to the Company's executive officers is (i) contained in the Proxy Statement under the headings "Corporate Governance" and "Section 16(a) Beneficial Ownership Reporting Compliance" and (ii) included in Part I of this Form 10-K under the caption "Executive Officers of the Company," which information is incorporated herein by reference.

Item 11. *Executive Compensation.*

The information required by this item is contained in the Proxy Statement under the headings "CBS Corporation's Board of Directors," "Director Compensation," "Executive Compensation," "Compensation Discussion and Analysis" and "Compensation Committee Report," which information is incorporated herein by reference.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.*

The information required by this item is contained in the Proxy Statement under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information," which information is incorporated herein by reference.

Item 13. *Certain Relationships and Related Transactions and Director Independence.*

The information required by this item is contained in the Proxy Statement under the headings "Related Person Transactions" and "CBS Corporation's Board of Directors," which information is incorporated herein by reference.

Item 14. *Principal Accounting Fees and Services.*

The information required by this item is contained in the Proxy Statement under the heading "Fees for Services Provided by the Independent Registered Public Accounting Firm," which information is incorporated herein by reference.

PART IV

Item 15. *Exhibits, Financial Statement Schedules.*

(a)

1. *Financial Statements.*

The financial statements of the Company filed as part of this report on Form 10-K are listed on the Index on page II-33.

2. *Financial Statement Schedules.*

The financial statement schedule required to be filed by Item 8 of this Form 10-K is listed on the Index on page II-33.

3. *Exhibits.*

The exhibits listed in Item 15(b) of this Part IV are filed or incorporated by reference as part of this Form 10-K. The Index to Exhibits is on page E-1

(b) *Exhibits.*

The exhibits listed in Item 15(b) of this Part IV are filed or incorporated by reference as part of this Form 10-K. The Index to Exhibits is on page E-1.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, CBS Corporation has duly caused this report to be signed on its behalf by the undersigned, thereto duly authorized.

CBS CORPORATION

By: /s/ Leslie Moonves
Leslie Moonves
President
Chief Executive Officer

Date: February 13, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of CBS Corporation and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Leslie Moonves Leslie Moonves	President Chief Executive Officer Director (Principal Executive Officer)	February 13, 2015
/s/ Joseph R. Ianniello Joseph R. Ianniello	Chief Operating Officer (Principal Financial Officer)	February 13, 2015
/s/ Lawrence Liding Lawrence Liding	Executive Vice President Controller Chief Accounting Officer (Principal Accounting Officer)	February 13, 2015
* David R. Andelman	Director	February 13, 2015
* Joseph A. Califano, Jr.	Director	February 13, 2015
* William S. Cohen	Director	February 13, 2015
* Gary L. Countryman	Director	February 13, 2015

Signature	Title	Date
*		
Charles K. Gifford	Director	February 13, 2015
*		
Leonard Goldberg	Director	February 13, 2015
*		
Bruce S. Gordon	Director	February 13, 2015
*		
Linda M. Griego	Director	February 13, 2015
*		
Arnold Kopelson	Director	February 13, 2015
*		
Doug Morris	Director	February 13, 2015
*		
Shari Redstone	Director	February 13, 2015
*		
Sumner M. Redstone	Director	February 13, 2015
*		
Frederic V. Salerno	Director	February 13, 2015
*By: /s/ Lawrence P. Tu		
Lawrence P. Tu *Attorney-in-Fact* *for Directors*		February 13, 2015

INDEX TO EXHIBITS
ITEM 15(b)

Effective December 31, 2005, Former Viacom was renamed CBS Corporation.

Exhibit No.			Description of Document
(3)			Articles of Incorporation and Bylaws
	(a)		Amended and Restated Certificate of Incorporation of CBS Corporation effective December 31, 2005 (incorporated by reference to Exhibit 3(a) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553).
	(b)		Amended and Restated Bylaws of CBS Corporation effective December 11, 2014 (incorporated by reference to Exhibit 3(b) to the Current Report on Form 8-K filed by CBS Corporation on December 17, 2014) (File No. 001-09553).
(4)			Instruments defining the rights of security holders, including indentures
	(a)		Amended and Restated Senior Indenture dated as of November 3, 2008 ("2008 Indenture") between CBS Corporation, CBS Operations Inc., and The Bank of New York Mellon, as senior trustee (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-3 filed by CBS Corporation on November 3, 2008 (Registration No. 333-154962) (File No. 001-09553).
	(b)		First Supplemental Indenture to 2008 Indenture dated as of April 5, 2010 between CBS Corporation, CBS Operations Inc., and Deutsche Bank Trust Company Americas, as senior trustee (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K filed by CBS Corporation on April 5, 2010 (File No. 001-09553).
			The other instruments defining the rights of holders of the long-term debt securities of CBS Corporation and its subsidiaries are omitted pursuant to section (b)(4)(iii)(A) of Item 601 of Regulation S-K. CBS Corporation hereby agrees to furnish copies of these instruments to the Securities and Exchange Commission upon request.
(10)			Material Contracts
	(a)		CBS Corporation 2004 Long-Term Management Incentive Plan (as amended and restated through May 25, 2006) (incorporated by reference to Exhibit 10 to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended June 30, 2006) (File No. 001-09553).*
	(b)		CBS Corporation 2009 Long-Term Incentive Plan (as amended and restated May 23, 2013) (incorporated by reference to Exhibit 10(c) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended June 30, 2013) (File No. 001-09553).*
	(c)		Forms of Certificate and Terms and Conditions for equity awards for:
		(i)	Stock Options (granted prior to 2010) (incorporated by reference to Exhibit 10(c)(i) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2011) (File No. 001-09553).*
		(ii)	Stock Options (granted in 2010 and thereafter) (incorporated by reference to Exhibit 10(c)(ii) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2011) (File No. 001-09553).*

*Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.	Description of Document
	(iii) Performance-Based Restricted Share Units with Time Vesting and Performance Vesting (granted in 2010 and thereafter) (incorporated by reference to Exhibit 10(c)(v) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2011) (File No. 001-09553).*
	(iv) Restricted Share Units with Time Vesting (granted in 2010 and thereafter) (incorporated by reference to Exhibit 10(c)(vii) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2011) (File No. 001-09553).*
(d)	CBS Corporation Senior Executive Short-Term Incentive Plan (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(f) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by the First Amendment to the CBS Corporation Senior Executive Short-Term Incentive Plan effective January 1, 2009) (incorporated by reference to Exhibit 10(d) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2008) (File No. 001-09553).*
(e)	CBS Retirement Excess Pension Plan (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(o) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as Part A was amended by Amendment No. 1 as of January 1, 2009) (incorporated by reference to Exhibit 10(g) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2010) (File No. 001-09553) (as amended by Part B, effective as of January 1, 2009, as amended and restated as of January 1, 2012) (incorporated by reference to Exhibit 10(e) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2012) (File No. 001-09553).*
(f)	CBS Excess 401(k) Plan for Designated Senior Executives (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(p) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B effective January 1, 2009) (incorporated by reference to Exhibit 10(f) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2008) (File No. 001-09553) (as Part B was amended by Amendment No. 1 as of January 1, 2009) (incorporated by reference to Exhibit 10(b) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended March 31, 2010) (File No. 001-09553) (as Part B was amended by Amendment No. 2 as of January 1, 2009) (incorporated by reference to Exhibit 10(h) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2010 (File No. 001-09553) (as Part A was amended by Amendment No. 1 as of January 1, 2014) (incorporated by reference to Exhibit 10(f) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553) (as Part B was amended by Amendment No. 3 as of January 1, 2014) (incorporated by reference to Exhibit 10(f) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553) (as Part A was amended by Amendment No. 2 as of February 1, 2015) (filed herewith), (as Part B was amended by Amendment No. 4 as of February 1, 2015) (filed herewith), (as Part A was amended by Amendment No. 3 as of January 1, 2015) (filed herewith), (as Part B was amended by Amendment No. 5 as of January 1, 2015) (filed herewith).*

*Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
	(g)	CBS Bonus Deferral Plan for Designated Senior Executives (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(q) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B effective January 1, 2009) (incorporated by reference to Exhibit 10(g) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2008) (File No. 001-09553) (as Part B was amended by Amendment No. 1 as of January 1, 2009) (incorporated by reference to Exhibit 10(c) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended March 31, 2010) (File No. 001-09553) (as Part B was amended by Amendment No. 2 as of January 1, 2009) (incorporated by reference to Exhibit 10(i) to the Annual Report on Form 10- K of CBS Corporation for the fiscal year ended December 31, 2010) (File No. 001-09553) (as Part A was amended by Amendment No. 1 as of January 1, 2014) (incorporated by reference to Exhibit 10(g) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553) (as Part B was amended by Amendment No. 3 as of January 1, 2014) (incorporated by reference to Exhibit 10(g) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553) (as Part A was amended by Amendment No. 2 as of January 1, 2015) (filed herewith), (as Part B was amended by Amendment No. 4 as of January 1, 2015) (filed herewith).*
	(h)	Summary of CBS Corporation Compensation for Outside Directors (incorporated by reference to Exhibit 10(h) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553).*
	(i)	Form of Director Indemnification Agreement (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed September 18, 2009) (File No. 001-09553).*
	(j)	Former Viacom Deferred Compensation Plan for Non-Employee Directors (as amended and restated as of October 14, 2003) (incorporated by reference to Exhibit 10(e) to the Annual Report on Form 10-K of Former Viacom for the fiscal year ended December 31, 2003) (File No. 001-09553).*
	(k)	CBS Corporation Deferred Compensation Plan for Outside Directors (as amended and restated as of January 29, 2015) (filed herewith).*
	(l)	CBS Corporation 2000 Stock Option Plan for Outside Directors (as amended and restated through January 29, 2014) (incorporated by reference to Exhibit 10(l) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2013) (File No. 001-09553).*
	(m)	CBS Corporation 2005 RSU Plan for Outside Directors (as amended and restated through January 29, 2015) (filed herewith).*
	(n)	Employment Agreement dated December 29, 2005 between CBS Corporation and Sumner M. Redstone (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Former Viacom filed December 30, 2005) (File No. 001-09553), as amended by a Letter Agreement dated March 13, 2007 (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed March 16, 2007) (File No. 001-09553), as amended by a 409A Letter Agreement dated December 10, 2008 (incorporated by reference to Exhibit 10(m) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2008) (File No. 001-09553).*

*Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
	(o)	Employment Agreement dated December 11, 2014 between CBS Corporation and Leslie Moonves (filed herewith).*
	(p)	Letter Agreement dated December 11, 2014 between CBS Corporation and Leslie Moonves amending and restating the Letter Agreement dated May 2, 2012 between CBS Corporation and Leslie Moonves (filed herewith).* Certain portions of this exhibit have been omitted and have been filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.
	(q)	Employment Agreement dated as of June 4, 2013 between CBS Corporation and Joseph R. Ianniello (incorporated by reference to Exhibit 10(a) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended June 30, 2013) (File No. 001-09553).*
	(r)	Employment Agreement dated as of June 7, 2013 between CBS Corporation and Anthony G. Ambrosio (incorporated by reference to Exhibit 10(b) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended June 30, 2013) (File No. 001-09553), as amended by a Letter Agreement dated February 6, 2015 (filed herewith).*
	(s)	Employment Agreement dated as of November 11, 2013 between CBS Corporation and Lawrence Tu (filed herewith).*
	(t)	CBS Corporation plans assumed by Former Viacom after the merger with former CBS Corporation, consisting of the following:
		(i) CBS Supplemental Executive Retirement Plan (as amended as of April 1, 1999) (incorporated by reference to Exhibit 10(h) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977) (as amended by Part B, effective as of January 1, 2009, as amended and restated as of January 1, 2012) (incorporated by reference to Exhibit 10(t)(i) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2012) (File No. 001-09553).*
		(ii) CBS Bonus Supplemental Executive Retirement Plan (as amended as of April 1, 1999) (incorporated by reference to Exhibit 10(i) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977) (as amended by Part B, effective as of January 1, 2009, as amended and restated as of January 1, 2012) (incorporated by reference to Exhibit 10(t)(ii) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2012) (File No. 001-09553).*
		(iii) CBS Supplemental Employee Investment Fund (as amended as of January 1, 1998) (incorporated by reference to Exhibit 10(j) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977).*

*Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
	(u)	CBS Corporation Matching Gifts Program for Directors (incorporated by reference to Exhibit 10(t) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2008) (File No. 001-09553).*
	(v)	Amended and Restated $2.5 Billion Credit Agreement, dated as of December 2, 2014, among CBS Corporation; CBS Operations Inc.; the Subsidiary Borrowers Parties thereto; the Lenders named therein; JPMorgan Chase Bank, N.A., as Administrative Agent; Citibank, N.A., as Syndication Agent; and Bank of America, N.A., Deutsche Bank AG Securities Inc., Morgan Stanley MUFG Loan Partners, LLC, The Royal Bank of Scotland plc and Wells Fargo Bank, N.A., as Co-Documentation Agents (filed herewith).
	(w)	Separation Agreement dated as of December 19, 2005 by and between Former Viacom and New Viacom Corp. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Former Viacom filed December 21, 2005) (File No. 001-09553).
	(x)	Tax Matters Agreement dated as of December 30, 2005 by and between Former Viacom and New Viacom Corp. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of CBS Corporation filed January 5, 2006) (File No. 001-09553).
(12)		Statement re Computations of Ratios (filed herewith).
(21)		Subsidiaries of CBS Corporation (filed herewith).
(23)		Consents of Experts and Counsel
	(a)	Consent of PricewaterhouseCoopers LLP (filed herewith).
(24)		Powers of Attorney (filed herewith).
(31)		Rule 13a-14(a)/15d-14(a) Certifications
	(a)	Certification of the Chief Executive Officer of CBS Corporation pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
	(b)	Certification of the Chief Financial Officer of CBS Corporation pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).

*Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
(32)		Section 1350 Certifications
	(a)	Certification of the Chief Executive Officer of CBS Corporation furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
	(b)	Certification of the Chief Financial Officer of CBS Corporation furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
(101)		101.INS XBRL Instance Document. 101.SCH XBRL Taxonomy Extension Schema. 101.CAL XBRL Taxonomy Extension Calculation Linkbase. 101.DEF XBRL Taxonomy Extension Definition Linkbase. 101.LAB XBRL Taxonomy Extension Label Linkbase. 101.PRE XBRL Taxonomy Extension Presentation Linkbase.

CBS CORPORATION AND SUBSIDIARIES

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

(Tabular dollars in millions)

Col. A	Col. B	Col. C			Col. D	Col. E
Description	Balance at Beginning of Period	Balance Acquired through Acquisitions	Charged to Costs and Expenses	Charged to Other Accounts	Deductions	Balance at End of Period
Allowance for doubtful accounts:						
Year ended December 31, 2014	$ 60	$ —	$ 9	$ —	$ 19	$ 50
Year ended December 31, 2013	$ 62	$ —	$ 14	$ —	$ 16	$ 60
Year ended December 31, 2012	$ 77	$ —	$ 14	$ —	$ 29	$ 62
Valuation allowance on deferred tax assets:						
Year ended December 31, 2014	$ 634	$ 1	$ 36	$ —	$ 96	$ 575
Year ended December 31, 2013	$ 240	$ —	$ 450 (a)	$ —	$ 56	$ 634
Year ended December 31, 2012	$ 227	$ —	$ 37	$ —	$ 24	$ 240
Reserves for inventory obsolescence:						
Year ended December 31, 2014	$ 35	$ —	$ 8	$ —	$ 13	$ 30
Year ended December 31, 2013	$ 32	$ —	$ 15	$ —	$ 12	$ 35
Year ended December 31, 2012	$ 27	$ —	$ 13	$ —	$ 8	$ 32

(a) Primarily relates to the valuation allowances for a capital loss deferred tax asset in a foreign jurisdiction that arose from the restructuring of foreign operations and net operating loss deferred tax assets in foreign jurisdictions.

Exhibit 10(f)

AMENDMENT NO. 2 TO THE CBS EXCESS 401(K) PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART A – AMENDMENT AND RESTATEMENT AS OF DECEMBER 31, 2005
(THE "PLAN")

Except as otherwise noted herein, the following amendment shall be effective as of February 1, 2015.

1. Section 5.3(a) of the Plan is hereby amended to add the following at the end thereof:

"Effective February 1, 2015, at the time an employee becomes a Participant under the Plan, and for existing Participants, prior to the time of the first payroll period occurring on or after February 1, 2015, each Participant shall elect, in a manner determined by the Committee, that his future Matching Employer Contributions, if any, be notionally invested in multiples of 1% in any one or more of the Investment Options available under the Plan. Each Participant who does not, as of such time, make such an investment election, shall have his future Matching Employer Contributions notionally invested in such Investment Option(s) as may be selected by the Retirement Committee of CBS Corporation (which Investment Option(s) shall be a "qualified default investment alternative" within the meaning of Department of Labor regulations)."

AMENDMENT NO. 4 TO THE CBS EXCESS 401(K) PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART B – AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009 (THE "PLAN")

Except as otherwise noted herein, the following amendment shall be effective as of February 1, 2015.

1. Section 6.2(a) of the Plan is hereby amended to add the following at the end thereof:

"Effective February 1, 2015, at the time an employee becomes a Participant under the Plan, and for existing Participants, prior to the time of the first payroll period occurring on or after February 1, 2015, each Participant shall elect, in a manner determined by the Committee, that his future Matching Employer Contributions, if any, be notionally invested in multiples of 1% in any one or more of the Investment Options available under the Plan. Each Participant who does not, as of such time, make such an investment election, shall have his future Matching Employer Contributions notionally invested in such Investment Option(s) as may be selected by the Retirement Committee of CBS Corporation (which Investment Option(s) shall be a "qualified default investment alternative" within the meaning of Department of Labor regulations)."

AMENDMENT NO. 3 TO THE CBS EXCESS 401(K) PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART A – AMENDMENT AND RESTATEMENT AS OF DECEMBER 31, 2005
(THE "PLAN")

Except as otherwise noted herein, the following amendments shall be effective as of January 1, 2015:

1. Section 2.12 of the Plan is hereby amended to add immediately following the words "effective as of January 1, 2014" the words "through December 31, 2014", and to insert at the end thereof the following:

> "and effective as of January 1, 2015, means the notional investment options elected by the Investments Committee for CBS Defined Contribution Plans in its sole discretion."

2. Section 5.3(a) of the Plan is hereby amended by deleting in the final paragraph thereof each reference to the words "Committee" and "Retirement Committee of CBS Corporation" and inserting in place thereof the words "Investments Committee for CBS Defined Contribution Plans".

AMENDMENT NO. 5 TO THE CBS EXCESS 401(K) PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART B – AMENDMENT AND RESTATEMENT AS OF DECEMBER 31, 2009
(THE "PLAN")

Except as otherwise noted herein, the following amendments shall be effective as of January 1, 2015:

1. Section 2.19 of the Plan is hereby amended to add immediately following the words "effective as of January 1, 2014" the words "through December 31, 2014", and to insert at the end thereof the following:

"and effective as of January 1, 2015, means the notional investment options elected by the Investments Committee for CBS Defined Contribution Plans in its sole discretion."

2. Section 6.2(a) of the Plan is hereby amended by deleting in the final paragraph thereof each reference to the words "Committee" and "Retirement Committee of CBS Corporation" and inserting in place thereof the words "Investments Committee for CBS Defined Contribution Plans".

Exhibit 10(g)

AMENDMENT NO. 2 TO THE CBS BONUS DEFERRAL PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART A – AMENDMENT AND RESTATEMENT AS OF DECEMBER 31, 2005 (THE "PLAN")

Except as otherwise noted herein, the following amendments shall be effective as of January 1, 2015:

1. Section 2.10 of the Plan is hereby amended to add immediately following the words "effective as of January 1, 2014" the words "through December 31, 2014", and to insert at the end thereof the following:.

"and effective as of January 1, 2015, means the notional investment options elected by the Investments Committee for CBS Defined Contribution Plans in its sole discretion."

2. Section 4.3(a) of the Plan is hereby amended by deleting in the final paragraph thereof each reference to the words "Committee" and "Retirement Committee of CBS Corporation" and inserting in place thereof the words "Investments Committee for CBS Defined Contribution Plans".

AMENDMENT NO. 4 TO THE CBS BONUS DEFERRAL PLAN
FOR DESIGNATED SENIOR EXECUTIVES
PART B – AMENDMENT AND RESTATEMENT AS OF DECEMBER 31, 2009 (THE "PLAN")

Except as otherwise noted herein, the following amendments shall be effective as of January 1, 2015:

1. Section 2.17 of the Plan is hereby amended to add immediately following the words "effective as of January 1, 2014" the words "through December 31, 2014", and to insert at the end thereof the following:

   "and effective as of January 1, 2015, means the notional investment options elected by the Investments Committee for CBS Defined Contribution Plans in its sole discretion."

2. Section 4.2(a) of the Plan is hereby amended by deleting in the final paragraph thereof each reference to the words "Committee" and "Retirement Committee of CBS Corporation" and inserting in place thereof the words "Investments Committee for CBS Defined Contribution Plans".

Exhibit 10(k)

CBS CORPORATION
DEFERRED COMPENSATION PLAN FOR OUTSIDE DIRECTORS
(Amended and Restated as of January 29, 2015)

1. *Establishment of Plan*

The CBS Corporation (the "Company") Deferred Compensation Plan for Outside Directors (the "Plan") has been established by the Company for eligible members of the Board of Directors (as described below).

This Plan is intended to meet all of the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), so that Participants will be eligible to defer receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to compensation for the performance of services that is considered to have been "deferred" (within the meaning of Section 1.409A-6(a)(2) of the Treasury Regulations) on or after January 1, 2005 through December 31, 2008, the Plan shall be administered in accordance with a reasonable, good faith interpretation of Code Section 409A, and such interpretation shall govern the rights of a Participant with respect to that period of time.

2. *Plan Participation*

(a) Each person who is a member of the Board of Directors of the Company and who is not an employee of the Company (an "Outside Director" or "Director") may elect to become a participant in this Plan (a "Participant"), and as such defer all cash fees (which shall include retainer, meeting and committee attendance fees and any other amounts that the Board so determines) to which the Director may thereafter be entitled. Such election shall be in writing, in a form prescribed by the Company that includes the alternatives for the investment election and payment election, and, except as otherwise provided below, shall remain in effect as long as the Participant shall continue to receive compensation as a Director. Any such election shall become irrevocable for a calendar year as of the December 31 of the preceding calendar year.

(b) A Participant may elect to participate in the Plan within 30 days following the beginning of his or her term in office as a Director, for the fees earned following the date of his or her election. A Participant may also elect to participate in the Plan before December 31 of each year, for the fees earned in the subsequent calendar year and thereafter. A Participant may discontinue participation in the Plan and/or change or modify his or her investment election and/or payment election annually by filing a written notice with the Company prior to December 31 of a particular year, which notice shall be effective for all fees earned in the subsequent calendar year and thereafter. No existing account may be converted into another type of account.

3. *Deferred Compensation Accounts*

There shall be available two types of accounts, an "Income Account" and a "Stock Unit Account" to which the fees deferred by the Participant pursuant to this Plan may be credited. At the time of electing to participate in this Plan, the Participant shall also select one of the two types accounts into which his or her deferred fees shall be credited.

(a) *Income Account*: Fees deferred by a Participant shall be credited as a dollar amount to this account at the time payment would otherwise have been due. At the end of each calendar quarter, the Participant's Income Account will be credited for such quarter with interest at the prime rate in effect at the beginning of such calendar quarter at Citibank, N.A., which interest shall be applied on the basis of the average closing monthly credit balance in the Participant's Income Account during such quarter.

(b) *Stock Unit Account*: Fees deferred by a Participant shall be credited as a dollar amount to this account at the time payment would otherwise have been due. At the beginning of each calendar quarter, each Participant's Stock Unit Account shall be adjusted as follows:

(i) First, the dollar amount remaining in such account (not yet converted into Stock Unit Shares as described below) during the preceding calendar quarter, plus all dollar amounts (for fees and any cash dividends) credited to such account during the preceding calendar quarter, shall be credited for the preceding calendar quarter with interest computed in the manner described in Paragraph 3(a) above.

(ii) Next, the dollar amount in such account after the adjustments pursuant to clause (i) above, plus the dollar amount of deferred quarterly retainer fees credited on such day to this account, shall be converted (x) 50% into Class A Common Stock Unit Shares equal in number to the maximum number of whole shares of CBS Corporation Class A Common Stock which could be purchased with such dollar amount at the closing market price for such stock on the first day of such calendar quarter, or if that date was not a trading date on the next preceding trading date, and (y) 50% into Class B Common Stock Unit Shares equal in number to the maximum number of whole shares of CBS Corporation Class B Common Stock which could be purchased with such dollar amount at the closing market price for such stock on the first day of such calendar quarter, or if that date was not a trading date, on the next preceding trading date. The Class A Common Stock Unit Shares and Class B Common Stock Unit Shares are collectively referred to as "Stock Unit Shares." Any balance remaining in the account after the conversion into Stock Unit Shares will be reflected as a cash balance in such account.

In the event that cash dividends are declared on the CBS Corporation Class A Common Stock or Class B Common Stock or any other stock for which stock unit shares are held in the Stock Unit Account, on each dividend payment date an amount equivalent to the prevailing dividend per share of such stock shall be credited in cash to such account for each Class A Common Stock Unit Share or Class B Common Stock Unit Share or other stock unit shares, as appropriate.

4. *Payments*

(a) If a Participant experiences a Separation from Service, payment of his or her Deferred Compensation Account(s) shall be made in cash in a lump sum, three (3) equal annual installments or five (5) equal annual installments in accordance with the Participant's payment election(s). The lump sum payment or the initial annual installment shall be made on the later of (i) the first business day after the date which is six months following the Participant's Separation from Service or (ii) January 15th of the year following the year of the Participant's Separation from Service. Each subsequent installment payment shall be made on the anniversary of the initial installment payment.

(b) The Class A Common Stock Unit Shares and Class B Common Stock Unit Shares in a Participant's Stock Unit Account shall be valued on the basis of the average of the closing market prices of the CBS Corporation Class A Common Stock or Class B Common Stock, as appropriate, on the New York Stock Exchange or such other stock exchange on which the Class A Common Stock or Class B Common Stock may be listed, on each trading date during the four (4) week period ending five (5) business days prior to the payment date.

(c) In the case of installment payments, the Deferred Compensation Account(s) shall be credited with interest calculated in accordance with Paragraph 3(a) above, which interest shall accrue beginning on the date the first installment is paid and the appropriate portion of which shall be paid to the Participant on the date of each annual installment following the date of credit until all installments are paid.

(d) In the event of a Participant's death, payment of all or the remaining portion of the Deferred Compensation Account(s) will be made to his or her beneficiary or beneficiaries in accordance with the Participant's payment election. The amount of such payment will be calculated as set forth herein.

(e) The term "Separation from Service" means the condition that exists when a Director who is a Participant in the Plan and the Company reasonably anticipate that the Director will perform no further services as a director of the Company after a certain date. If it is anticipated that the Director will perform services for the Company as an employee or consultant immediately following cessation of his or her service as a director, the term "Separation from Service" means the condition that exists when such Director and the Company reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Director will perform as an employee or consultant after such date would permanently decrease to no more than 20% of the average level of bona fide services performed over the

immediately preceding 36-month period (or the full period of services to the Company if the Director has been providing services to the Company for less than 36 months). For purposes of this Section 4(e), for periods during which a Director is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Director is treated as providing bona fide services at the level equal to the level of services that the Director would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which a Director is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 4(e) (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 4(e), the Company shall be considered to include all members of the controlled group of corporations which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation)) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

5. *Beneficiaries*

Each Participant entitled to payment of the deferred fees hereunder may name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any such deferred fees are to be paid in case of his or her death, before he or she receives all of such fees. Each designation will revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during his or her lifetime. In the absence of any such designation or if all persons so designated die prior to the payment of the entire amount of deferred fees to which he or she is entitled, any deferred fees remaining unpaid at a Participant's death shall be paid to the estate of the last to die of the Participant and all persons so designated.

6. *Participant's Rights Unsecured*

The right of any Participant to receive a distribution hereunder in cash shall be an unsecured claim against the general assets of the Company. The Company's obligation with respect to the payment of amounts deferred hereunder may not be assigned.

7. *Amendments and Adjustments to the Plan*

The Plan may be altered, amended or suspended by the Board of Directors; provided, however, that no alteration, amendment or suspension will be effective without stockholder approval if such approval is required by law or under the rules of the New York Stock Exchange or other principal stock exchange on which the Class B Common Stock is listed. No termination or amendment of the Plan may, without the consent of the Participant for whom a Deferred Compensation Account is maintained, materially adversely affect the rights of such Participant in such Deferred Compensation Account immediately prior to termination or amendment, provided, however, that the consent of Participants to certain actions shall not be required for the making of any amendment or any termination that is deemed necessary by the Company to avoid the imposition on any person of additional taxes, penalties or interest under Code Section 409A.

In the event of any merger, consolidation, stock-split, dividend (other than a regular cash dividend), distribution, combination, recapitalization or reclassification that changes the character or amount of the Class A Common Stock, Class B Common Stock, any other stock for which stock unit shares are held in the Stock Unit Account, or any other changes in the corporate structure, equity securities or capital structure of the Company, the Board shall make such proportionate adjustments to the Stock Unit Shares held in the plan and any other affected provision in each case, as it deems appropriate, provided that such adjustments shall be made in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix), or any successor provision. The Board's determination as to what, if any, adjustments shall be made shall be final and binding on the Company and all Participants.

8. *Termination of Plan*

The Board of Directors of the Company may terminate the Plan in whole or in part at any time, without the consent of the Participants or their beneficiaries. Termination of the Plan shall not affect the timing of distributions from a Participant's Deferred Compensation Account(s) or the calculation of the amount of the payment.

9. *Expenses*

The cost of administration of the Plan will be paid by the Company.

10. *Code Section 409A*

To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither CBS nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant or beneficiary with respect to any payments provided hereunder.

Exhibit 10(m)

CBS CORPORATION
2005 RSU PLAN FOR OUTSIDE DIRECTORS
(as amended and restated through January 29, 2015)

ARTICLE I

GENERAL

Section 1.1 Purpose.

The purpose of the CBS Corporation 2005 RSU Plan for Outside Directors, as amended from time to time (the "Plan"), is to benefit and advance the interests of CBS Corporation, a Delaware corporation (the "Company"), and its subsidiaries by obtaining and retaining the services of qualified persons who are not employees of the Company or its subsidiaries to serve as directors and to induce them to make a maximum contribution to the success of the Company and its subsidiaries.

Section 1.2 Definitions.

As used in the Plan, the following terms shall have the following meanings:

(a) "Agreement" shall mean the written agreement and/or certificate or other documentation governing an Award under the Plan, which shall contain terms and conditions not inconsistent with the Plan and which shall incorporate the Plan by reference.

(b) "Annual RSU Grant" shall mean a grant of Director RSUs made pursuant to Section 2.1(a).

(c) "Award" shall mean any Director RSU or Dividend Equivalent.

(d) "Board" shall mean the Board of Directors of the Company.

(e) "Class B Common Stock" shall mean the shares of Class B Common Stock, par value $0.001 per share, of the Company.

(f) "Company" shall have the meaning set forth in Section 1.1.

(g) "Director RSUs" shall mean a contractual right granted to a Participant pursuant to Article II to receive shares of Class B Common Stock, subject to the terms and conditions set forth in the Plan. Director RSUs shall be settled exclusively in Class B Common Stock. Director RSUs include the Prorated RSU Grants and the Annual RSU Grants.

(h) "Disability" shall mean the inability of a Director to perform services for

the Company due to disability, as by determined in good faith by the Company.

(i) "Dividend Equivalent" shall mean a right to receive a payment based upon the value of the regular cash dividend paid on a specified number of shares of Class B Common Stock as set forth in Article III below. Payment in respect of Dividend Equivalents upon settlement shall be in shares of Class B Common Stock except as set forth in Article III below.

(j) "Effective Date" shall mean the effective date of the Plan provided for in Article VII below.

(k) "Fair Market Value" of a share of Class B Common Stock on a given date shall mean, unless otherwise determined by the Board, the closing price on such date on the New York Stock Exchange or other principal stock exchange on which the Class B Common Stock is then listed, as reported by *The Wall Street Journal* (Northeast edition) as the 4:00 p.m. (New York time) closing price or as reported by any other authoritative source selected by the Company.

(l) "Outside Director" shall mean any member of the Board who is not an employee of the Company or any of its Subsidiaries.

(m) "Participant" shall mean any Outside Director to whom Awards have been granted under the Plan.

(n) "Plan" shall have the meaning set forth in Section 1.1.

(o) "Prorated RSU Grant" shall have the meaning set forth in Section 2.1.

(p) "RSUs" shall have the meaning set forth in Section 2.1.

(q) "Stock Option Plan" shall mean the CBS Corporation 2000 Stock Option Plan for Outside Directors, as amended from time to time.

(r) "Subsidiary" shall mean a corporation (or a partnership or other enterprise) in which the Company owns or controls, directly or indirectly, more than 50% of the outstanding shares of stock normally entitled to vote for the election of directors (or comparable equity participation and voting power).

Section 1.3 Administration of the Plan.

The Plan shall be administered by the members of the Board who are not Outside Directors, and such Board members shall determine all questions of interpretation, administration and application of the Plan. Such Board members' determinations shall be final and binding in all matters relating to the Plan. The Board may authorize any officer of the Company to execute and deliver an Agreement on behalf of the Company to a Participant.

Section 1.4 **Eligible Persons.**

Awards shall be granted only to Outside Directors.

Section 1.5 **Class B Common Stock Subject to the Plan.**

Subject to adjustment in accordance with the provisions of Article IV hereof, the maximum number of shares of Class B Common Stock available for Awards made under the Plan on or after January 1, 2009, when aggregated with the number of shares of Class B Common Stock available for awards made under the Stock Option Plan on or after January 1, 2009, shall be 1,681,995 shares plus any shares that are available to be regranted pursuant to the last sentence of this Section 1.5. The shares of Class B Common Stock shall be made available from authorized but unissued shares of Class B Common Stock or from shares of Class B Common Stock issued and held in the treasury of the Company. The settlement of any Awards under the Plan in any manner shall result in a decrease in the number of shares of Class B Common Stock which thereafter may be issued for purposes of this Section 1.5 by the number of shares issued upon such settlement. Shares of Class B Common Stock with respect to which Awards lapse, expire or are cancelled without being settled or are otherwise terminated may be regranted under the Plan.

ARTICLE II

RESTRICTED SHARE UNITS

Section 2.1 **Grants of Restricted Share Units ("RSUs").**

(a) On each of February 15, 2014 and each February 15 thereafter, each Outside Director shall automatically be granted a number of Director RSUs determined by dividing (i) $200,000 *by* (ii) the Fair Market Value of one share of Class B Common Stock on the date of grant, with each fractional RSU rounded up to the next highest whole RSU.

(b) In the event that an Outside Director joins the Board following the date of an Annual RSU Grant, but during the calendar year of the grant, such Outside Director shall automatically receive, five (5) business days following the date he or she joins the Board, a Prorated RSU Grant. A "Prorated RSU Grant" shall mean a grant of a number of Director RSUs determined by dividing (i) the product of (a) the value of the Annual RSU Grant for that calendar year divided by 12 and (b) the number of months remaining in such calendar year from the date the Outside Director joins the Board (counting the month of joining as a full month), *by* (ii) the Fair Market Value of one share of Class B Common Stock on the date of grant, with each fractional RSU rounded up to the next highest whole RSU.

(c) With respect to each Annual RSU Grant and Prorated RSU Grant, if the relevant date of grant is not a business day on which the Fair Market Value can be determined, then the Fair Market Value shall be determined as of the last business day preceding the relevant date of grant on which the Fair Market Value can be determined. The terms and conditions of the Director RSUs shall be set forth in an Agreement which shall be delivered to the Participants reasonably promptly following the relevant date of grant of such Director RSUs.

Section 2.2 Vesting.

Director RSUs shall be settled only to the extent the Participant is vested therein. Subject to Section 2.3(b), each Annual RSU Grant shall vest on the first anniversary of the relevant date of grant. A Prorated RSU Grant shall vest on the first anniversary of the date of grant of the Annual RSU Grant that was awarded during the calendar year in which the Participant received such Prorated RSU Grant.

Section 2.3 Settlement of Restricted Share Units.

(a) *Settlement.* On the date on which Director RSUs vest, all restrictions contained in the Agreement covering such Director RSUs and in the Plan shall lapse as to such Director RSUs, and the Director RSUs shall be payable in shares of Class B Common Stock and shall be evidenced in such manner as the Board in its discretion shall deem appropriate, including, without limitation, book-entry registration or issuance of one or more stock certificates. If stock certificates are issued, such certificates shall be delivered to the Participant or such certificates shall be credited to a brokerage account if the Participant so directs; *provided, however*, that such certificates shall bear such legends as the Board, in its sole discretion, may determine to be necessary or advisable in order to comply with applicable federal or state securities laws.

(b) *Vesting in the Event of Termination of Services.* Unless otherwise set forth in an Agreement, (i) if a Participant's services as a director of the Company terminate for any reason, other than as a result of the Participant's death or Disability, the Participant shall forfeit all unvested RSUs as of the date of such termination of services and (ii) upon a Participant's termination of services as a result of the Participant's death or Disability, all outstanding unvested RSUs held by such Participant shall vest in full.

(c) *Deferral of Settlement.* Notwithstanding Section 2.3(a), a Participant may elect to defer settlement of any or all Director RSUs to a date subsequent to the vesting date of such Director RSUs, *provided* that: (i) with respect to each Annual RSU Grant, such election to defer is made no later than December 31 of the year prior to the year in which the Outside Director performs any of the services for which such Director RSUs are granted; and (ii) with respect to each Prorated RSU Grant, such election to defer is made prior to the date of grant. Settlement of any deferred Director RSUs shall be made in a single distribution or three or five annual installments in accordance with the

Participant's deferral election. The single distribution or first annual installment, as applicable, will be payable on the later of (i) six months following the date of the Participant's termination of services on the Board for any reason or (ii) January 31 of the calendar year following the calendar year in which the Participant's services on the Board terminates for any reason.

ARTICLE III

DIVIDEND EQUIVALENTS

The Participant shall be entitled to receive Dividend Equivalents on the Director RSUs in the event the Company pays a regular cash dividend with respect to the shares of Class B Common Stock. The Company shall maintain a bookkeeping record that credits the dollar amount of the Dividend Equivalents to a Participant's account on the date that the Company pays such regular cash dividend on the shares of Class B Common Stock. Dividend Equivalents shall accrue on the Director RSUs until the Director RSUs vest, at which time they shall be paid in shares of Class B Common Stock determined by dividing (i) the aggregate amount credited in respect of such Dividend Equivalents by (ii) the Fair Market Value on the vesting date, with any fractional shares resulting from this calculation rounded up to the next highest whole share. Payment of Dividend Equivalents that have been credited to the Participant's account will not be made with respect to any Director RSUs that do not vest and are cancelled.

In addition, if the Participant elects to defer settlement of the Director RSUs, as permitted under Section 2.3(c), such Director RSUs will continue to earn Dividend Equivalents on the deferred Director RSUs through the settlement date. All such Dividend Equivalents credited to the Participant's account with respect to deferred Director RSUs shall be converted, on the anniversary of the date on which the Director RSUs originally vested and on each anniversary thereof, as appropriate, until the Director RSUs are settled, into additional whole Director RSUs, based on the Fair Market Value of the Class B Common Stock on the respective dates. Such additional Director RSUs shall be deferred subject to the same terms and conditions as the Directors RSUs to which the Dividend Equivalents originally related.

ARTICLE IV

EFFECT OF CERTAIN CORPORATE CHANGES

In the event of any merger, consolidation, stock-split, dividend (other than a regular cash dividend), distribution, combination, recapitalization, reclassification, reorganization, split-off or spin-off that changes the character or amount of the shares of Class B Common Stock or any other changes in the corporate structure, equity securities or capital structure of the Company, the Board shall make such proportionate adjustments to (i) the number and kind of securities subject to any outstanding Awards, (ii) the number and kind of securities subject to the Prorated RSU Grants and the Annual RSU

Grants referred to in Section 2.1, and (iii) the maximum number and kind of securities available for issuance under the Plan referred to in Section 1.5, in each case, as it deems appropriate. The Board may, in its sole discretion, also make such other adjustments as it deems appropriate in order to preserve, but not increase, the benefits or potential benefits intended to be made available hereunder upon the occurrence of any of the foregoing events. The Board's determination as to what, if any, adjustments shall be made shall be final and binding on the Company and all Participants. Adjustments under this Article shall be conducted in a manner consistent with any adjustments under the Stock Option Plan.

ARTICLE V

MISCELLANEOUS

Section 5.1 No Right to Re-election.

Nothing in the Plan shall be deemed to create any obligation on the part of the Board to nominate any of its members for re-election by the Company's stockholders, nor confer upon any Participant the right to remain a member of the Board for any period of time, or at any particular rate of compensation.

Section 5.2 Restriction on Transfer.

The rights of a Participant with respect to any Awards under the Plan shall not be transferable by the Participant to whom such Awards are granted, except (i) by will or the laws of descent and distribution, (ii) upon prior notice to the Company, for transfers to members of the Participant's immediate family or trusts whose beneficiaries are members of the Participant's immediate family, *provided* that such transfer is being made for estate and/or tax planning purposes without consideration being received therefor, (iii) upon prior notice to the Company, for transfers to a former spouse incident to a divorce, or (iv) for such other transfers as the Board may approve, subject to any conditions and limitations that it may, in its sole discretion, impose.

Section 5.3 Stockholder Rights.

No grant of an Award under the Plan shall entitle a Participant, a Participant's estate or a permitted transferee to any rights of a holder of shares of Class B Common Stock, except upon the delivery of shares as provided in Section 2.3(a) to a Participant, the Participant's estate or the permitted transferee upon settlement of an Award.

Section 5.4 No Restriction on Right of Company to Effect Corporate Changes.

The Plan shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of stock or of options, warrants or

rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the shares of Class B Common Stock or the rights thereof or which are convertible into or exchangeable for shares of Class B Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

Section 5.5 Headings.

The headings of articles and sections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

Section 5.6 Governing Law.

The Plan and all rights hereunder shall be construed in accordance with and governed by the laws of the State of Delaware.

ARTICLE VI

AMENDMENT AND TERMINATION

The Board may at any time and from time to time alter, amend, suspend or terminate the Plan in whole or in part, including, without limitation, amending the provisions for determining the amount of Director RSUs to be issued to an Outside Director, *provided, however*, that any amendment which under the requirements of applicable law or under the rules of the New York Stock Exchange or other principal stock exchange on which the shares of Class B Common Stock are then listed must be approved by the stockholders of the Company shall not be effective unless and until such stockholder approval has been obtained in compliance with such law or rule; and no alteration, amendment, suspension or termination of the Plan that would adversely affect a Participant's rights under the Plan with respect to any Award made prior to such action shall be effective as to such Participant unless he or she consents thereto, *provided, however*, that no such consent shall be required if the Board determines in its sole discretion that any such alteration, amendment, suspension or termination is necessary or advisable to comply with any law, regulation, ruling, judicial decision or accounting standards or to ensure that Director RSUs or Dividend Equivalents are not subject to federal, state or local income tax prior to settlement.

ARTICLE VII

EFFECTIVE DATE AND TERM

Section 7.1 Effective Date.

The Effective Date of the Plan is May 26, 2005, the date on which stockholder approval was first obtained at the Company's 2005 Annual Meeting of Stockholders. The

Plan has been amended and restated at various times since the Effective Date, most recently on January 29, 2015, with stockholder approval obtained as required by the rules of the New York Stock Exchange.

Section 7.2 Term of the Plan.

Unless earlier terminated in accordance with Article VI above, the Plan shall terminate on the date of the Company's 2015 Annual Meeting of Stockholders, and no further Awards may be granted hereunder after such date.

Exhibit 10(o)
EXECUTION COPY

Mr. Leslie Moonves
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

December 11, 2014

Dear Mr. Moonves:

CBS Corporation ("*Employer*" and, together with its subsidiaries, the "*Company*"), having an address at 51 West 52nd Street, New York, New York 10019, agrees to continue to employ you and you agree to accept such continued employment upon the following terms and conditions set forth in this agreement (this "*Agreement*"). The parties hereto acknowledge and agree that this Agreement supersedes your existing employment agreement between Employer and you dated October 15, 2012 (the "*Prior Agreement*").

1. Term. The term of your employment hereunder shall commence on December 11, 2014 (the "*Start Date*") and shall end on the earliest of (i) June 30, 2019, (ii) the date on which your employment is terminated by Employer or you pursuant to paragraph 10 or (iii) the date of your death or the date of termination of your employment by reason of incapacity (determined in accordance with paragraph 9) (the "*Employment Term*"). The period from the Start Date until June 30, 2019, regardless of any earlier termination, shall hereinafter be referred to as the "*Original Employment Term*."

2. Titles and Authority.

(a) Officer Positions and Reporting Lines. During the Employment Term, you will have the title of President and Chief Executive Officer of Employer and will have the powers, responsibilities, duties and authority customary for the chief executive officer of corporations of the size, type and nature of the Company, including, without limitation, those powers, responsibilities, duties and authority you had immediately prior to the Start Date. During the Employment Term, you will report solely and directly to the Board of Directors of Employer (the "*Board*") and, for so long as Sumner M. Redstone serves as Executive Chairman and Founder of Employer, to the Executive Chairman and Founder. During the Employment Term, other than Sumner M. Redstone while he holds the office of Executive Chairman and Founder, you shall be the highest ranking executive of the Company (*i.e.*, there shall be no executive of equal or higher ranking). During the Employment Term, your duties shall include all of your duties as of the Start Date, including the public positioning of the Company, and you shall have the sole authority to cause any Company business unit or operating division head, any executive officer of the Company and/or any other employee of the Company, to report directly to you or another executive officer of Employer, subject to any

applicable employment agreement now existing with such head or executive officer which requires them to report directly to you or to your titled position.

(b) Service on the Board and with Subsidiaries. You currently serve as a member of the Board. During the Employment Term, the Board will nominate you for reelection to the Board at the expiration of each term of office, and you agree to serve as a member of the Board for each period for which you are so elected. You shall, subject to your election as such from time to time and subject to your approval, and without additional compensation, serve during the Employment Term in such additional offices of comparable or greater stature and responsibility in the subsidiaries of Employer and as a member of any committee of the Board or of the board of directors of any of Employer's subsidiaries, to which you may be elected, as approved by you, from time to time.

(c) Full-Time Services and Other Activities. During the Employment Term, you agree to devote your entire business time, attention and energies to the business of the Company, except for vacations, illness or incapacity. However, nothing in this Agreement shall preclude you from serving as a member of the board of directors of any charitable, educational, religious, entertainment industry trade, public interest or public service organization, in each instance not inconsistent with the business practices and policies of the Company, or from devoting reasonable periods of time to the activities of the aforementioned organizations or from managing your personal investments, provided that such activities do not materially interfere with the performance of your duties and responsibilities hereunder. Except for your service on (i) the Board, (ii) the board of directors of Employer subsidiaries, (iii) the board of directors or similar governing body of your family foundation and of any other entity all of the beneficial interests of which are owned by you and/or members of your family or (iv) the board of directors of an organization as permitted by the immediately preceding sentence, you shall not serve on the board of directors or similar governing body of any business company or other business entity, excluding those on which you were already elected to serve as of the Start Date, without the prior consent of the Nominating and Governance Committee of Employer (or any successor to such committee).

(d) Location. During the Employment Term, consistent with current and past practice, you shall render your services under this Agreement from Employer's executive offices in either the New York metropolitan area or the Los Angeles metropolitan area, except for services rendered during business trips as may be reasonably necessary. You shall not be required to relocate outside of either the New York metropolitan area or the Los Angeles metropolitan area.

3. Cash Compensation.

(a) Salary. During the Employment Term, Employer shall pay you a base salary at the annual rate of Three Million Five Hundred Thousand Dollars ($3,500,000) per annum. The Compensation Committee of the Board (the "*Compensation Committee*") will review your salary at least annually and may increase (but not decrease, including from a level to which it was increased following the Start

Date) the base salary. The result of any such annual review shall be reported to you by the Compensation Committee promptly after it occurs. The amount of annual base salary actually paid to you will be reduced to the extent you elect to defer such salary under the terms of any deferred compensation or savings plan or arrangement maintained or established by Employer. Your annual base salary payable hereunder, without reduction for any amounts deferred as described in the preceding sentence, is referred to herein as the "***Salary***." Employer shall pay the portion of the Salary not deferred at your election in accordance with its generally applicable payroll practices for senior executives of Employer, but not less frequently than in equal monthly installments.

Your Deferred Compensation, as defined in your prior employment agreement with the Employer dated July 1, 2004, shall continue to periodically be credited (or debited) with deemed positive (or negative) return calculated in the same manner, and at the same times, as the deemed return on your account under Employer's Excess 401(k) Plan for Designated Senior Executives (as such plan may be amended from time to time, the "***Excess 401(k) Plan***") is determined (it being understood and agreed that, if at any time during which the Deferred Compensation remains payable, your account balance in the Excess 401(k) Plan is distributed in full to you, your Deferred Compensation account shall continue to be credited or debited with a deemed return based on the investment portfolio in which your Excess 401(k) Plan account was notionally invested immediately prior to its distribution). Deferred Compensation shall be paid to you in a lump sum within 30 days following the end of the Employment Term. Employer's obligation to pay the Deferred Compensation (including the return thereon provided for in this paragraph) shall be an unfunded obligation to be satisfied from the general funds of Employer.

(b) Annual Bonus Compensation. In addition to your Salary, during the Employment Term you shall be eligible to earn an annual bonus for each whole or partial calendar year during the Employment Term, determined and payable as follows (the "***Bonus***"):

(i) Commencing with your Bonus for the 2014 calendar year, your target bonus for each calendar year during the Employment Term shall be $12,000,000 (not including any "Creative Bonus" (as defined herein) that may be determined and paid to you as described in paragraph 3(b)(iv) below), provided that the Compensation Committee will review your target bonus at least annually and may increase (but not decrease, including from a level to which it was increased following the Start Date) the target bonus. The result of any such annual review shall be reported to you by the Compensation Committee promptly after it occurs. Your target bonus, as it may be so increased from time to time, is referred to herein as the "***Target Bonus***." As the actual amount payable to you as Bonus will be dependent, among other things, upon the achievement of the performance goal(s) referred to in paragraph 3(b)(ii), your actual Bonus may be less than, greater than or equal to the Target Bonus.

(ii) A portion of your Bonus (the "*Company-Wide Performance Bonus Portion*") for each calendar year during the Employment Term, beginning with 2014, will be based upon achievement of one or more Company-wide performance goals (the "*Company-Wide Performance Goal(s)*") established in good faith by the Compensation Committee for such calendar year pursuant to, and determined in accordance with, Employer's Senior Executive Short-Term Incentive Plan, as the same may be amended from time to time (together with any successor plan, the "*Senior Executive STIP*"); provided, however, that you acknowledge that the Company-Wide Performance Goals applicable to your Bonus for calendar year 2014 have already been established in a manner that complies with this Agreement and, for the partial calendar year in 2019, the applicable performance goal(s) shall be adjusted to reflect budgeted Company performance for the shortened performance period and the performance period shall end coincident with the end of the Original Employment Term. The Company-Wide Performance Goal(s) shall satisfy the following requirements (the "*Incentive Goal Parameters*"):

(a) The Company-Wide Performance Goal(s) for each calendar year will be the same as the performance goal(s) established by the Compensation Committee that are used to determine the maximum amount of bonus which may be paid under the terms of the Senior Executive STIP to any other executive of the Employer who participates in the Senior Executive STIP and who has Company-wide responsibilities for such calendar year; provided, that the Company-Wide Performance Goals shall be no more difficult than the performance goal(s) established for the purpose of determining the amount of any actual bonus payable to any other executive of Employer who participates in the Senior Executive STIP and who has Company-wide responsibilities;

(b) The Company-Wide Performance Goal(s) will be challenging, but reasonably achievable; and

(c) For each calendar year, the level of difficulty in achieving the Company-Wide Performance Goal(s) for that calendar year will not be significantly more difficult (as determined at the time such Company-Wide Performance Goal(s) are established, taking into account all relevant facts and circumstances, including the Company's relative financial and stock performance, general market conditions and market conditions affecting diversified media and

entertainment companies) than was the level of difficulty of achieving the Company-Wide Performance Goal(s) applicable to the immediately preceding calendar year. For avoidance of doubt, the fact that the target with respect to Company-Wide Performance Goal(s) increases from one year to the following year shall not be presumed, in and of itself, to mean that such Company-Wide Performance Goal(s) for the calendar year are significantly more difficult to attain than the Company-Wide Performance Goal(s) for the immediately preceding calendar year.

You shall have meaningful input with the Compensation Committee prior to the determination of the Company-Wide Performance Goal(s) for each calendar year, but the Compensation Committee will have final power and authority concerning the establishment of such goal(s).

(iii) With respect to the Company-Wide Performance Bonus Portion:

- If the Company achieves less than 80% of the Company-Wide Performance Goal(s) for the calendar year (or portion thereof), you shall not have a right to payment of any Bonus with respect to the Company-Wide Performance Bonus Portion;

- If the Company achieves 80% of the Company-Wide Performance Goal(s) for the calendar year (or portion thereof), the Company-Wide Performance Bonus Portion shall be an amount in U.S. Dollars of no less than seventy five percent (75%) of the Target Bonus;

- If the Company achieves 100% of the Company-Wide Performance Goal(s) for the calendar year (or portion thereof), the Company-Wide Performance Bonus Portion shall be an amount in U.S. Dollars of no less than the Target Bonus;

- If the Company achieves 108% or more of the Company-Wide Performance Goal(s) for the calendar year (or portion thereof), the Company-Wide Performance Bonus Portion shall be an amount in U.S. Dollars of no less than 133.33% of the Target Bonus; and

- For achievement at an intermediate point between 80% and 100%, or between 100% and 108% (each such percentage, an "*Achievement Percentage*"), the Company-Wide Performance Bonus Portion will be interpolated on a straight-line basis between the respective percentages of the Target Bonus to be

delivered at such Achievement Percentages (each, a "*Payout Percentage*").

The parties acknowledge and agree that beginning with the 2015 calendar year, the Achievement Percentages and Payout Percentages in the schedule above shall be modified to reflect the funding design for Employer's Short-Term Incentive Program approved by the Compensation Committee for each such calendar year.

Notwithstanding anything herein to the contrary, the Compensation Committee shall not be precluded from authorizing the payment to you of a Bonus which exceeds the Company-Wide Performance Bonus Portion determined under the above schedule, including, without limitation, based on the terms and conditions of the Senior Executive STIP.

(iv) In addition to the Company-Wide Performance Bonus Portion, the remainder of your Bonus (*i.e.*, the qualitative portion of your Bonus) shall be determined in the reasonable discretion of the Compensation Committee taking into account all relevant factors, including individual and other performance goals. Additionally, with respect to each of the 2014, 2015, 2016, 2017, 2018 and 2019 calendar years, the Compensation Committee shall consider special recognition of your leadership and direction in the creation of premium content across Employer's portfolio of businesses, and in good faith consider awarding an annual "Creative Bonus" in its reasonable discretion and consistent with past practice with respect to the deliberations regarding, but not the amount of, your Creative Bonus. The Chair of the Compensation Committee shall communicate to you the Compensation Committee's rationale with respect to the Creative Bonus it determines to award to you for any calendar year (or if no Creative Bonus is awarded to you, the Compensation Committee's rationale for deciding not to award you a Creative Bonus) promptly following its decision.

(v) Your Bonus for the 2014 calendar year shall not be subject to any proration notwithstanding the Start Date of this Agreement. For the partial year 2019, your annual Target Bonus shall be prorated to reflect the shorter performance period.

(vi) Subject to any deferral election, your Bonus (including any portion which exceeds the amount determined to be the Company-Wide Performance Bonus Portion) for each calendar year shall be paid in cash, shares of CBS Corporation Class B Common Stock ("*Class B Common Stock*") or a combination of cash and Class B Common Stock during the period January 1st through February 28th

of the following calendar year (provided that any Bonus for the partial year 2019 shall be payable during the period July 1st through September 30th of such year), and in accordance with the terms of the Senior Executive STIP (provided that if the Compensation Committee determines in its discretion to pay you a Bonus that exceeds the maximum amount payable under the Senior Executive STIP for any calendar year, such excess amount shall also be paid in cash, Class B Common Stock or a combination of cash and Class B Common Stock at the same time as the rest of your Bonus is paid). For the avoidance of doubt, it is understood that you will receive the Bonus that is determined by the Compensation Committee for you for each calendar year (or, in the case of the partial year 2019, such shorter performance period) completed while you are employed, even if you are not employed on the date bonuses are paid for such performance period.

(vii) In the event that the current Senior Executive STIP is amended or terminated, you will be given an opportunity under the amended or successor plan to earn bonus compensation equivalent to the amount that you could have earned under this paragraph 3(b), but subject to the same limitations, and any such bonus and/or bonus plan shall not modify the Incentive Goal Parameters.

4 Long Term Compensation. In addition to your Salary and Bonus, you shall receive the following grants of long-term compensation under the CBS Corporation 2009 Long-Term Incentive Plan (as amended from time to time, together with any successor plan, the "*LTIP*"):

(a) Stock Option Grants. During each of the calendar years 2015, 2016, 2017, 2018 and 2019, the Compensation Committee will in good faith consider granting to you stock options to purchase shares of Class B Common Stock under the LTIP as and when other senior members of the Company's management team reporting to you are considered for annual equity grants by the Compensation Committee, and consistent with past practice with respect to the deliberations regarding, but not the amount of, your discretionary stock option grants (any such discretionary option grant, a "***Discretionary Option Grant***"); provided, however, that such consideration by the Compensation Committee does not guarantee (and should not be construed as a guarantee) that you will receive a Discretionary Option Grant in any such calendar year. The amount of any such grant(s) will be determined by the Compensation Committee, in its sole and reasonable discretion. The Compensation Committee, when considering whether it believes any such Discretionary Option Grant may be appropriate, will take into account the Employer's financial and stock performance relative to its diversified media and entertainment peer companies, and, in particular whether the Company's financial and stock performance is due, at least in part, to operating factors that have generally affected companies in the industry in a similar fashion. Any Discretionary Option Grant shall be subject to the terms and conditions set forth in the agreement evidencing such grant, which, except as otherwise provided herein, shall be no less

favorable to you than the terms and conditions generally applicable to other senior executives of Employer, provided that any such Discretionary Option Grant will provide for vesting in full not later than the last day of the Original Employment Term (provided you remain employed on such date), and subject to acceleration and all other applicable provisions of this Agreement. The Chair of the Compensation Committee will communicate to you the Compensation Committee's rationale with respect to the Discretionary Option Grant for each calendar year (or if no Discretionary Option Grant is made for any calendar year, the Compensation Committee's rationale for deciding not to make such a grant) promptly following its decision.

(b) Restricted Stock Units. During the Employment Term, you shall receive awards of restricted stock units ("*RSUs*") as follows:

(i) On the first trading day in January, 2015 (the "*2015 TRSU Grant Date*"), you shall automatically receive, without further action of the Compensation Committee, an award of RSUs subject only to time-based vesting conditions ("*TRSUs*") under the LTIP. The number of TRSUs to be granted on the 2015 TRSU Grant Date (the "*2015 TRSUs*"), rounded down to a whole unit for any fractional unit, shall be determined by dividing Ten Million Dollars ($10,000,000) (the "*2015 TRSU Grant Value*") by the closing price of one share of Class B Common Stock on the 2015 TRSU Grant Date. Each 2015 TRSU shall correspond to one share of Class B Common Stock. The 2015 TRSUs shall vest in three equal installments on each of the first, second and third anniversaries of the 2015 TRSU Grant Date, provided that you are employed on each such vesting date and subject to acceleration and all other applicable provisions of this Agreement. The 2015 TRSUs shall be payable in shares of Class B Common Stock and shall accrue dividend equivalents in accordance with the LTIP. Except as otherwise provided in this Agreement, the terms and conditions set forth in an agreement evidencing the 2015 TRSUs shall be the same as those evidencing the TRSUs granted to you on February 20, 2014 (except as otherwise required to comply with applicable federal, state or local law or applicable rules, regulations, or requirements of a governmental authority or stock exchange, in which case this Agreement shall be modified as necessary to preserve the intended benefits of such terms and conditions and you and Employer shall cooperate in good faith to mutually determine such modifications); provided, that in no event shall the 2015 TRSUs be subject to terms and conditions that are less favorable to you than the terms applicable to any other senior executive of Employer awarded time-based restricted share units during the 2015 calendar year.

(ii) On the same date that Employer makes annual management grants under the LTIP to its other senior executives in calendar year 2016,

but in no event later than February 28th of such calendar year (the "***2016 PRSU Grant Date***"), you shall automatically receive, without further action of the Compensation Committee, an award of RSUs subject to performance-based and time-based vesting conditions ("***PRSUs***") under the LTIP. The target number of PRSUs ("***Target PRSUs***") to be granted on the 2016 PRSU Grant Date (the "***2016 PRSUs***"), rounded down to a whole unit for any fractional unit, shall be determined by dividing Ten Million Dollars ($10,000,000) by the closing price of one share of Class B Common Stock on the date this Agreement is fully executed by both parties (or if such execution date is not a trading day, then on the trading day immediately preceding the execution date). Each 2016 PRSU shall correspond to one share of Class B Common Stock, and shall be payable in shares of Class B Common Stock. The 2016 PRSUs shall also accrue dividend equivalents in accordance with the LTIP, provided that dividend equivalents shall be accrued and paid only with respect to the number of Target PRSUs, unless actual performance results in payment of a lesser number of shares of Class B Common Stock than under the Target PRSUs, in which case dividend equivalents shall be paid only with respect to such lesser number. The 2016 PRSUs shall have additional terms and conditions as set forth in paragraph 4(b)(iii), as applicable.

(iii) On the same date that Employer makes annual management grants under the LTIP to its other senior executives in each of calendar years 2015, 2016, 2017, 2018 and 2019, but in no event later than February 28th of each such calendar year (each, an "***RSU Grant Date***"), you shall automatically receive an award of RSUs (the "***Annual RSUs***") under the LTIP. One-half of the Annual RSUs underlying each grant shall be subject to performance- and time-based vesting conditions ("***Annual PRSUs***"), and the other half shall be subject only to time-based vesting conditions (the "***Annual TRSUs***"), in each case determined as of the RSU Grant Date. The initial grant of Annual RSUs in 2015 shall have a grant date value equal to Twelve Million Five Hundred Thousand Dollars ($12,500,000), and each subsequent Annual RSU grant thereafter shall have a grant date value that is One Million Five Hundred Thousand Dollars ($1,500,000) more than the grant date value of the preceding grant (except that the grant of Annual RSUs for 2019 shall have a grant date value equal to 50% of the RSU Grant Date Value determined under such formula) (each, an "***RSU Grant Date Value***"). The number of Annual RSUs granted on any RSU Grant Date (rounded down to a whole unit for any fractional unit) shall be determined by dividing the RSU Grant Date Value by the closing price of one share of Class B Common Stock on the RSU Grant Date. Each Annual RSU shall correspond to one share

of Class B Common Stock. Annual RSUs (both Annual PRSUs and Annual TRSUs) shall be payable in shares of Class B Common Stock.

The number of 2016 PRSUs granted on the 2016 PRSU Grant Date and the number of Annual PRSUs granted on each RSU Grant Date shall be referred to herein as the "*Target PRSU Award*."

(a) Annual TRSUs granted pursuant to this paragraph 4(b)(iii) shall vest in three (3) equal installments on each of the first, second and third anniversaries of the applicable RSU Grant Date (or, if earlier, on the last day of the Original Employment Term); provided that you are employed on each such vesting date and subject to acceleration and all other applicable provisions of this Agreement.

(b) The Compensation Committee shall establish a performance goal with respect to the 2016 PRSUs and each grant of Annual PRSUs made pursuant to this paragraph 4(b)(iii) that shall apply in respect of a performance period that shall end no later than December 31st of the calendar year during which the grant is made (a "*PRSU Performance Goal*"); provided that the 2016 PRSUs shall have the same PRSU Performance Goal as applies to the Annual PRSUs granted in 2016 and, for the partial year 2019, the performance period shall end not later than the last day of the Original Employment Term.

(c) The PRSU Performance Goal(s) shall satisfy the following requirements (the "*PRSU Goal Parameters*"):

- The PRSU Performance Goal established by the Compensation Committee for each grant of 2016 PRSUs and Annual PRSUs shall be based upon achievement of one or more Company-wide performance goals established in good faith by the Compensation Committee for each relevant calendar year, and shall be the same performance goal applicable to PRSUs granted to other senior executives of Employer who participate in the Senior Executive STIP for such year; provided that such goal shall be adjusted for any performance period that is less than a full calendar year to reflect budgeted Company performance for the shortened performance period;

- The PRSU Performance Goal(s) will be challenging, but reasonably achievable; and

- For each calendar year, the level of difficulty in achieving the PRSU Performance Goal(s) for that calendar year will not be significantly more difficult (as determined at the time such PRSU Performance Goal(s) are established, taking into account all relevant facts and circumstances, including the Company's relative financial and stock performance, general market conditions and market conditions affecting diversified media and entertainment companies) than was the level of difficulty of achieving the PRSU Performance Goal(s) applicable to the immediately preceding calendar year. For avoidance of doubt, the fact that target level performance with respect to PRSU Performance Goal(s) increases from one year to the following year shall not be presumed, in and of itself, to mean that such PRSU Performance Goal(s) for the calendar year are significantly more difficult to attain than the PRSU Performance Goal(s) for the immediately preceding calendar year.

- You shall have meaningful input with the Compensation Committee prior to the determination of the PRSU Performance Goal(s) for each calendar year, but the Compensation Committee will have final power and authority concerning the establishment of such goal(s).

(d) As of the last day of each performance period, the Company's actual performance shall be measured against the applicable PRSU Performance Goal established for such performance period, after taking into account any permissible adjustments to such goal, and the degree of achievement (expressed as a percentage) will be used to calculate the number of shares that you will receive, in accordance with the following schedule:

- If the Company achieves less than 80% of the applicable PRSU Performance Goal for the performance period, the Target PRSU Award will be forfeited;

- If the Company achieves 80% of the applicable PRSU Performance Goal for the performance period, the

number of shares to be delivered under the award will be 80% of the Target PRSU Award;

- If the Company achieves 100% of the applicable PRSU Performance Goal for the performance period, the number of shares to be delivered under the award will be 100% of the Target PRSU Award; and

- If the Company achieves 120% or more of the applicable PRSU Performance Goal for the performance period, the number of shares to be delivered under the award will be 120% of the Target PRSU Award.

For achievement at an intermediate point between 80% and 100%, and between 100% and 120%, the number of shares of Class B Common Stock to be delivered will be interpolated on a straight-line basis between the respective numbers of shares to be delivered at such percentages. Fractional shares will be aggregated and rounded to the next higher whole share.

(e) The number of PRSUs, determined pursuant to clause (c) above, shall vest on the later of (*x*) December 31, 2016, with respect to the 2016 PRSUs, or the first anniversary of the RSU Grant Date (or, in the case of the 2019 grant of PRSUs, on the last day of the Original Employment Term), as the case may be, or (*y*) the date the Compensation Committee certifies that at least minimum threshold performance has been achieved for the relevant calendar year, which certification shall take place no later than seventy-four (74) days following the end of the relevant calendar year (the "***PRSU Vest Date***"), provided that you are employed on the applicable PRSU Vest Date (other than with respect to a certification by the Compensation Committee after the Original Employment Term, in which case you are not required to be employed) and subject to acceleration and all other applicable provisions of this Agreement.

(f) The Annual RSUs shall also accrue dividend equivalents in accordance with the LTIP, provided that in the case of Annual PRSUs, dividend equivalents shall be accrued and paid only with respect to the Target PRSU Award, unless actual performance results in payment of a lesser number of shares of Class B Common Stock than under the Target

PRSU Award, in which case dividend equivalents shall be paid only with respect to such lesser number. Subject to the terms and conditions set forth in this paragraph 4(b)(iii) or as otherwise provided herein, the Annual RSUs shall be subject to the terms and conditions set forth in the agreement evidencing the grant of such Annual RSUs.

(iv) For the 2015 TRSUs, 2016 PRSUs and/or Annual RSUs, you will have an option to defer the settlement of any such awards by making an irrevocable election on or before December 31st of the prior calendar year (by way of example, any election to defer the 2015 TRSUs and/or the Annual RSUs to be granted in 2015 must be made no later than December 31, 2014). You may elect to defer the settlement of such RSUs as follows: for up to ten (10) years after the RSUs vest for in-service distributions, and for up to three (3) years after your Separation from Service (as defined in paragraph 10) with the Company for post-termination distributions. If a timely election to defer is not made for any RSUs, shares delivered in settlement of TRSUs shall be delivered within ten (10) business days following the applicable vesting date, and shares delivered in settlement of PRSUs shall be delivered on or promptly following the PRSU Vest Date and during the period January 1st through March 15th of the calendar year after the calendar year in which they are granted (or, for the 2019 grant of PRSUs, within 60 days after June 30, 2019). Notwithstanding any of the foregoing, to the extent required to comply with Section 409A (as defined in paragraph 10), the settlement of each deferred RSU will be deferred to the date determined in accordance with paragraph 10(d)(v) if such date is later than the date on which settlement would otherwise occur.

(c) You shall be eligible to receive a grant of shares of Class B Common Stock based on the stock price performance of Employer's Class B Common Stock over the period beginning January 1, 2015 and ending on the last day of the Original Employment Term (or earlier in certain instances as provided for in Schedule A to this Agreement), and subject to the Company's degree of achievement against the PRSU Performance Goals for calendar years 2016, 2017 and 2018 (the "*Performance Award*"). The number of shares of Class B Common Stock to be granted to you and the timing of such grant shall be determined pursuant to the schedule set forth on Schedule A to this Agreement, a copy of which is attached hereto and incorporated herein by reference.

For the avoidance of doubt, each reference to "any other type of equity awards" in paragraphs 4(e), 9, 10 and 11 is not intended to be a reference to the Performance Award, the treatment of which in a "Going Private Transaction" (as defined below) or upon your incapacity, termination or death, as applicable, is separately addressed in Schedule A attached to this Agreement.

(d) In the event of a conflict between the terms and conditions set forth in this paragraph 4 and the terms and conditions set forth in an agreement(s) or plan(s) evidencing the grant of the awards contemplated by paragraphs 4(a) and (b) (and 4(c), if applicable), the terms of this Agreement shall control. For avoidance of doubt, any outstanding equity awards that were granted to you prior to the Start Date will continue to vest in accordance with their established vesting schedules (including as provided in the Prior Agreement), subject to acceleration and all other applicable provisions of this Agreement.

(e) If, during the Original Employment Term, there occurs a "Going Private Transaction" (as defined below), then immediately prior to the consummation of such Going Private Transaction, (i) all of your then outstanding unvested stock options will vest, and all such options and all of your outstanding stock options that have previously vested will remain exercisable for the period provided in accordance with the provisions of grant, but not beyond their normal expiration date; provided, however, that you shall be permitted to exercise all outstanding stock options (including those which vest pursuant to this clause (i)) contingent upon and immediately prior to consummation of the Going Private Transaction so that you are afforded the same treatment as other holders of Class B Common Stock; and (ii) all of your then unvested and outstanding restricted stock and/or restricted stock units and any other type of equity awards that are then unvested and outstanding shall vest (with an assumption that the performance goal(s) were achieved at target level, if and to the extent applicable) and, subject to any prior deferral election, be settled within ten (10) business days after such date; provided, however, that with respect to such restricted stock, restricted stock units and any other type of equity awards, you will be afforded the same treatment as other holders of Class B Common Stock with respect to participation in the specific Going Private Transaction; provided, further, that in the case of clause (ii) above, settlement of such restricted stock, restricted stock units and any other type of equity awards shall be subject to paragraph 10(d)(v), as applicable.

Additionally, you will receive a grant of shares of Class B Common Stock earned as the Performance Award (if any) pursuant to (and at the time provided in) Schedule A, subject to paragraphs 10(d)(iv) and 10(d)(v), as applicable.

For purposes of this Agreement (including Schedule A attached hereto), the term "***Going Private Transaction***" means any transaction or event which results in Employer ceasing to be a "***Publicly Traded Company***" (*i.e.*, a company that has a class of equity securities registered under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) for any reason, including, without limitation, as a result of a merger, consolidation or similar transaction; provided, however, that a Going Private Transaction shall not include a reorganization or similar transaction of Employer or any of its subsidiaries if, immediately following such transaction, all or substantially all the beneficial owners of Employer's stock having general voting power immediately prior to such transaction directly or indirectly own more than fifty percent (50%) of the general voting power of the entity resulting from such transaction (the "***Combined Company***") in substantially the same proportions as their beneficial ownership of such Employer stock

immediately prior to the transaction (excluding any general voting power of the Combined Company that such beneficial owners directly or indirectly received as a result of their beneficial ownership of the other entity involved in the transaction).

(f) (i) During and after the Employment Term, you shall have the choice to satisfy any applicable withholding taxes related to equity-based awards by any one or a combination of the following:

(a) withholding from your wages or other cash compensation payable to you by Employer (except to the extent any such wages or other cash compensation constitutes deferred compensation within the meaning of Section 409A of the Code);

(b) withholding in shares of Class B Common Stock to be issued upon vesting and settlement of any RSUs;

(c) withholding from the proceeds of the sale of shares of Class B Common Stock acquired upon exercise of stock options; and/or

(d) withholding in shares to be issued upon exercise of stock options.

You agree to pay to Employer any amounts that Employer may be required to withhold or account for that cannot be satisfied by the means previously described. Employer may refuse to issue or deliver shares of Class B Common Stock or the proceeds of the sale of such shares if you fail to comply with your obligations as set forth in the preceding sentence.

(ii) Notwithstanding paragraph 4(f)(i) and to the extent applicable, following a Going Private Transaction, unless you otherwise specifically direct Employer in writing, any stock option exercise will be processed as a "cashless exercise" such that the net proceeds payable to you reflect a deduction for the payment of the aggregate purchase and all applicable tax withholdings.

5. Benefits.

(a) During the Employment Term, you shall be entitled to participate in such life and medical insurance, pension and other employee benefit plans as the Company may have or establish from time to time and in which other Company executives with corporate-wide responsibilities are eligible to participate. The foregoing, however, shall not be construed to require Employer or any of its subsidiaries to establish any such plans or to prevent the modification or termination of such plans once established, and no such action or failure thereof shall affect this Agreement; provided

that no such modification or termination shall be applicable to you unless also equally applicable to all other Company executives with corporate-wide responsibilities. All benefits you may be entitled to as an employee of Employer shall be based upon your Salary and not upon any bonus compensation due, payable or paid to you hereunder, except where the benefit plan expressly provides otherwise. You shall be entitled to four (4) weeks paid vacation during each calendar year during the Employment Term.

(b) Employer shall provide you with life insurance during the Employment Term at Employer's cost, at no less than the same level of coverage that was in effect immediately prior to the Start Date and on terms and conditions under which the life insurance is provided that are no less favorable to you than those in effect immediately prior to the Start Date. You (or your assignee, as applicable) shall designate the beneficiary or beneficiaries of such life insurance and you shall have the right to assign the policy for such life insurance to your spouse and/or issue or to a trust or trusts primarily for the benefit of your spouse or issue.

(c) The limitation on eligible compensation taken into account for purposes of calculating your plan benefit under the CBS Retirement Excess Pension Plan (or any other non-qualified supplemental retirement plan in which you actively participate now or in the future) (each, a "*SERP*") shall be deemed to be an amount equal to your Salary; provided, however, that if any such SERP is frozen as to future benefit accruals after your Start Date, you shall be treated as continuing to accrue benefits as set forth in this paragraph 5(c) under such SERP through the end of the Employment Term.

6. Business Expenses, Perquisites.

(a) During the Employment Term, you shall be reimbursed for such reasonable travel and other expenses incurred in the performance of your duties hereunder on a basis no less favorable than that provided by Employer to its senior executives other than Employer's Executive Chairman and Founder, but in any event on a basis consistent with that provided to you, or agreed to be provided to you, immediately prior to the date of this Agreement.

(b) Employer shall pay all fees and expenses of your counsel and other fees and expenses which you may incur in an effort to establish entitlement to compensation or other benefits under this Agreement in accordance with paragraph 20. During the Employment Term, you shall be entitled to the use of a private plane in accordance with Employer policy on a basis no less favorable than that provided by Employer to any of its senior executives at your level or below (accompanied by your spouse, at your option and, unless your spouse's presence is required by the Company, at your cost) but in any event no less favorable to you than had previously been provided to you immediately prior to the date of this Agreement. During the Employment Term, you also shall be entitled to other perquisites (*i.e.*, excluding the foregoing benefits), including provision for insurance of a car (the "*Perquisites*"), in accordance with Employer policy on a basis no less favorable than that provided by Employer to any of its senior executives other than Employer's Executive Chairman and Founder.

(c) Given the expected depreciation and the associated cost of removal of the work area constructed and equipment installed in your home pursuant to paragraph 6(d) of that certain Employment Agreement by and between you and Employer, dated February 23, 2010, you shall be entitled to keep any such work area and equipment, as updated from time to time, following the end of the Employment Term.

7. Competitive Assessment. Notwithstanding the foregoing paragraphs 3 through 6, if, in connection with the annual review of your Salary and Target Bonus, it is determined that your annualized target compensation package (consisting of Salary, Target Bonus and target long-term incentives, without regard to any deferrals) is, in the aggregate, less than that of other chief executive officer(s) of comparably-sized diversified media and entertainment companies (to be determined by the Compensation Committee with input from its independent compensation consultant), the Compensation Committee will consider an increase to your annual target compensation package, taking into account the financial and stock performance of Employer relative to other diversified media and entertainment peer companies and, in particular, to the comparably-sized diversified media and entertainment companies that have chief executive officers whose annualized target compensation exceeds yours.

8. Exclusive Employment, Etc.

(a) Non-Competition. You agree that your employment hereunder is on an exclusive basis, and that during the period (the "***Non-Compete Period***") beginning on the Start Date and ending on the first anniversary of the end of the Employment Term (provided, however, that if you remain employed and are being paid on Company's payroll through the end of the Original Employment Term, the Non-Compete Period will end on the last day of the Original Employment Term), other than as permitted by paragraph 2(c), you will not engage in any other business activity which is in conflict with your duties and obligations (including your commitment of time) hereunder. You agree that during the Non-Compete Period you shall not, directly or indirectly, engage in or participate as an owner, partner, holder or beneficiary of stock, stock options or other equity interest, officer, employee, director, manager, partner or agent of, or consultant for, any company or business competing with the Company; provided, however, that nothing herein shall prevent you from participating in any investment activities specifically allowed under paragraph 2(c) and from investing as less than a one (1%) percent stockholder in the securities of any company listed on a national securities exchange or quoted on an automated quotation system.

(b) No Solicitation of Employees. You agree that during the Employment Term and for the period provided below after the termination of your employment for any reason, you will not employ any Restricted Employee (as defined below), or in any way induce or attempt to induce any Restricted Employee to leave the employment of Employer or any of its affiliates. You agree that you will not take the actions described in the preceding sentence (i) with respect to any Restricted Employee at the level of Vice President or above for one (1) year after the termination of your employment for any reason, and (ii) with respect to any Restricted Employee at the level of director for six (6) months after the termination of your employment for any reason.

"*Restricted Employee*" refers to any person employed by Employer or any of its subsidiaries or their respective predecessors or previously employed by Employer or any of its subsidiaries or their respective predecessors (unless at such time such person has not been employed by Employer and/or any of its subsidiaries or their respective predecessors for at least six (6) months).

(c) Confidential Information. You agree that, during the Employment Term or at any time thereafter, you will not use for your own purposes, or disclose to or for the benefit of any third party, any trade secret, proprietary or non-public information relating to the Company ("*Confidential Information*") (except as may be required by law but only after prior notice to Employer (to the extent not prohibited by law) or in the performance of your duties hereunder consistent with the Company's policies) and you will comply with any and all confidentiality obligations of the Company to a third party which you know or should know about, whether under agreement or otherwise. Confidential Information shall include, without limitation, trade secrets; inventions (whether or not patentable); technology and business processes; business, product or marketing plans; sales and other forecasts; financial information; client lists or other intellectual property; information relating to compensation and benefits; public information that becomes proprietary as a result of Employer's compilation of that information for use in its business; documents (including any electronic record, videotapes or audiotapes); and oral communications incorporating Confidential Information. Notwithstanding the foregoing, Confidential Information shall be deemed not to include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you in violation of this Agreement or by any other person who directly or indirectly receives such information from you or at your direction in violation of this Agreement, or (ii) is or becomes available to you on a non-confidential basis from a source which is entitled to disclose it to you.

(d) Employer Ownership. The results and proceeds of your services to the Company, whether or not created during the Employment Term, including, without limitation, any works of authorship resulting from your services and any works in progress resulting from such services, shall be works-made-for-hire and Employer shall be deemed the sole owner throughout the universe of any and all rights of every nature in such works, with the right to use, license or dispose of the works in perpetuity in any manner Employer determines in its sole discretion without any further payment to you, whether such rights and means of use are now known or hereafter defined or discovered. If, for any reason, any of the results and proceeds of your services to the Company are not legally deemed a work-made-for-hire and/or there are any rights in such results and proceeds which do not accrue to Employer under this paragraph 8(d), then you hereby irrevocably assign any and all of your right, title and interest thereto, including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of every nature in the work, and Employer shall have the sole right to use, license or dispose of the work in perpetuity throughout the universe in any manner Employer determines in its sole discretion without any further payment to you, whether such rights and means of use are now known or hereafter defined or discovered. Upon request by Employer, whether or not during the Employment Term, you shall do any and all things (at Employer's expense) which Employer may reasonably deem useful or desirable to

establish or document Employer's rights in the results and proceeds of your services to the Company, including, without limitation, the execution of appropriate copyright, trademark and/or patent applications, assignments or similar documents. You hereby irrevocably designate the General Counsel, Secretary or any Assistant Secretary of Employer as your attorney-in-fact with the power to take such action and execute such documents on your behalf. To the extent you have any rights in such results and proceeds that cannot be assigned as described above, you unconditionally and irrevocably waive the enforcement of such rights. This paragraph 8(d) is subject to, and does not limit, restrict, or constitute any waiver by Employer of any rights of ownership to which Employer may be entitled by operation of law by virtue of Employer or any of its affiliates or predecessors being your employer.

(e) Litigation. You agree that during the Employment Term and for a one-year period thereafter and, if longer, during the pendency of any litigation or other proceeding, (i) you shall not communicate with anyone (other than your attorneys and tax advisors and except to the extent required by law or necessary in the performance of your duties hereunder) with respect to the facts or subject matter of any pending or potential litigation, or regulatory or administrative proceeding involving Employer or any of its affiliates or predecessors, other than any litigation or other proceeding in which you are a party-in-opposition, without giving prior notice to Employer or Employer's counsel, and (ii) in the event that any other party attempts to obtain information or documents from you with respect to matters possibly related to such litigation or other proceeding, you shall promptly so notify Employer's counsel unless you are prohibited from doing so under applicable law. You agree to cooperate, in a reasonable and appropriate manner, with Employer and its attorneys, both during and after the termination of your employment or services, in connection with any litigation or other proceeding arising out of or relating to matters in which you were involved prior to the termination of your employment or services to the extent Employer pays all reasonable expenses you incur in connection with such cooperation (including, without limitation, the fees and expenses of your counsel) and to the extent such cooperation does not unreasonably interfere with your personal or professional schedule.

(f) No Right to Write Books, Articles, Etc. During the Employment Term and for two (2) years thereafter but not beyond the end of the Original Employment Term, except in the course of the performance of your duties and responsibilities or otherwise as authorized by the Board, you shall not prepare (other than personal notes and/or a diary) or assist any person or entity in the preparation of any books, articles, radio broadcasts, electronic communications, television or motion picture productions or other creations, concerning Employer or any of its affiliates or predecessors or any of their officers, directors, agents, employees, suppliers or customers.

(g) Return of Property. All documents, data, recordings, or other property, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for you and utilized by you in the course of your employment with Employer shall remain the exclusive property of Employer and shall remain in Employer's exclusive possession at the conclusion of your Employment Term. In the event of the termination of your employment or services for any reason, Employer

reserves the right, to the extent permitted by law and in addition to any other remedy Employer may have, to deduct from any monies otherwise payable to you the following: (i) all undisputed amounts you may owe, pursuant to a legally enforceable agreement, to Employer or any of its affiliates or predecessors at the time of or subsequent to the termination of your employment or services with Employer (including amounts described in paragraph 4(f)); and (ii) the value of Employer property which you are required to return and which you retain in your possession after the termination of your employment or services with Employer following Employer's written request for same and your failure to return same. In the event that the law of any state or other jurisdiction requires the consent of any employee for such deductions, this Agreement shall serve as such consent. Notwithstanding anything in this paragraph 8(g) to the contrary, Employer will not exercise such right to deduct from any monies otherwise payable to you to the extent such offset would result in a violation of Section 409A.

(h) Non-Disparagement. You and, to the extent set forth in the next sentence, Employer agree that each party shall not, during the Employment Term and for one (1) year thereafter, criticize, ridicule or make any statement which disparages or is derogatory of the other party in any non-public communication with any customer, client or member of the investment community or media or in any public communication. Employer's obligations under the preceding sentence shall be limited to communications by its senior corporate executives having the rank of Senior Vice President or above ("***Specified Executives***"), and it is agreed and understood that any such communication by any Specified Executive (or by any executive at the behest of a Specified Executive) shall be deemed to be a breach of this paragraph 8(h) by Employer. Notwithstanding the foregoing, neither you nor Employer shall be prohibited from making statements in response to statements by the other party (or in your case, with respect to any Specified Executives) that criticize or ridicule or are disparaging or derogatory, provided that the responsive statements do not criticize or ridicule and are not disparaging or derogatory.

(i) Injunctive Relief, Etc. Employer has entered into this Agreement in order to obtain the benefit of your unique skills, talent and experience. You acknowledge and agree that any violation of paragraphs 8(a) through 8(h) will result in irreparable damage to Employer, and, accordingly, Employer may obtain injunctive and other equitable relief for any breach or threatened breach of such paragraphs, in addition to any other remedies available to Employer. You and Employer agree that the restrictions and remedies contained in paragraphs 8(a) through 8(h) are reasonable and that it is your intention and the intention of Employer that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it is found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.

(j) Survival. Your obligations under paragraphs 8(a) through 8(h) and Employer's obligations under paragraph 8(h) shall remain in full force and effect for the entire period provided therein (and only for such period, subject, however, to the provisions of paragraph 12(j)), notwithstanding the termination of your employment

pursuant to paragraph 10 hereof or otherwise, or the expiration of the Original Employment Term. Notwithstanding anything herein to the contrary, this paragraph 8 shall not preclude you from communicating with the Staff of the U.S. Securities and Exchange Commission in connection with an action taken under Rule 21F under the Exchange Act.

9. Incapacity. In the event that you have become totally medically disabled and you will not be able to substantially perform your duties for at least six (6) consecutive months or a total of 180 days during any 270 day period, the Board, at any time after such disability has continued for 60 consecutive days, may determine, provided such determination is made while the disability is still in effect, that Employer requires such duties and responsibilities be performed by another executive. In the event that you become "***disabled***" within the meaning of such term under Employer's Short-Term Disability (STD) and its Long-Term Disability (LTD) program, you will first receive benefits under the STD program for the first 26 weeks of absence in accordance with such program, which will be equal to your Salary, and the amount of such benefits will offset any Salary that otherwise would be paid to you pursuant to this Agreement. Thereafter, you will be eligible to receive benefits under the LTD program in accordance with its terms. For purposes of this Agreement, you will be considered to have experienced a termination of employment with Employer as of the date you first become eligible to receive benefits under the LTD program, or, if you do not become eligible to receive benefits under the LTD program, on the date following the sixth consecutive month in which you have not been able to substantially perform your duties hereunder ("***Disability Termination Date***"), and until that time you shall be treated for all purposes of this Agreement as an active employee of Employer. Upon your Disability Termination Date, your benefits will be the following in accordance with the payment provisions set forth in paragraph 10(d)(iii) and subject to the provisions of paragraph 10(d)(v):

(i) Employer will pay your Accrued Compensation and Benefits (as defined below in paragraph 10(d)(ii));

(ii) Employer will pay you a prorated Bonus for the year of your termination of employment based on your Target Bonus and the number of calendar days of such year elapsed through the date of your termination of employment;

(iii) all of your outstanding unvested Employer stock options will vest, and all such options and all of your outstanding options that have previously vested will remain exercisable for the greater of three years and the period provided for under the terms of the applicable award agreement, but in no event beyond their normal expiration date;

(iv) all of your unvested and outstanding restricted stock and/or restricted stock units and any other type of equity awards that are then unvested and outstanding, in each case, as of the Disability Termination Date shall vest and, subject to any prior deferral

election, be settled within ten (10) business days after your Disability Termination Date; provided, that to the extent any such unvested and outstanding equity awards remain subject to performance-based vesting conditions on your Disability Termination Date, such equity awards shall immediately vest (with an assumption that the performance goal(s) were achieved at target level, if and to the extent applicable) and, subject to any prior deferral election, be settled within ten (10) business days thereafter;

(v) You will receive a grant of shares of Class B Common Stock earned as the Performance Award (if any) pursuant to (and at the time provided in) Schedule A, subject to paragraph 10(d)(v); and

(vi) Employer will continue to provide you with life insurance coverage as set forth in paragraph 5(b), at the same level of coverage that was in effect immediately prior to the Disability Termination Date and on terms and conditions under which the life insurance is provided that are no less favorable to you than those in effect immediately prior to the Disability Termination Date, until the end of the Original Employment Term or, if earlier, the date on which you become eligible for at least as much insurance coverage as the coverage that was in effect at the time of your termination, from a third party employer at such employer's expense; provided, however, that Employer may decrease the amount of premiums it pays towards life insurance coverage it provides you so long as the amount of such coverage that it continues to provide, combined with the amount of such coverage provided to you from a third party employer at such employer's expense, aggregates at least the amount of coverage that was in effect for you on the Disability Termination Date as a result of Employer's obligations as set forth in paragraph 5(b).

10. Termination. For purposes of paragraphs 3(a), 9, 10 and 12, no payment that would otherwise be made and no benefit that would otherwise be provided upon a termination of employment will be made or provided unless and until such termination of employment is also a Separation from Service. A "*Separation from Service*" shall be deemed to have occurred on the date on which the level of bona fide services reasonably anticipated to be performed by you is 45% or less of the average level of bona fide services performed by you during the immediately preceding 36-month period.

(a) Termination for Cause. Employer may, at its option, terminate your employment for Cause (as defined below). For purposes of this Agreement, termination of your employment for "*Cause*" shall mean termination of your employment due to any of the following:

(i) your engaging or participating in intentional acts of material fraud against the Company;

(ii) your willful misfeasance having a material adverse effect on the Company (except in the event of your incapacity as set forth in paragraph 9);

(iii) your conviction of a felony;

(iv) your willful unauthorized disclosure of trade secret or other confidential material information of the Company having a material adverse effect on the Company;

(v) your terminating your employment without Good Reason (as defined below) other than for death or incapacity pursuant to paragraph 9 (it being understood that your terminating your employment during the Original Employment Term without Good Reason prior to the end of the Original Employment Term shall constitute Cause);

(vi) your willful and material violation of any policy of the Company that is generally applicable to all employees or all officers of the Company (including, but not limited to, policies concerning insider trading or sexual harassment, Supplemental Code of Ethics for Senior Financial Officers, and Employer's Business Conduct Statement), provided that such violation has a material adverse effect on the Company;

(vii) your willful failure to cooperate fully with a bona fide Company internal investigation or an investigation of the Company by regulatory or law enforcement authorities whether or not related to your employment with the Company (an "***Investigation***"), after being instructed by the Board to cooperate or your willful destruction of or knowing and intentional failure to preserve documents or other material known by you to be relevant to any Investigation; or

(viii) your willful and material breach of any of your material obligations hereunder.

For purposes of the foregoing definition, an act or omission shall be considered "willful" if done, or omitted to be done, by you with knowledge and intent. Anything herein to the contrary notwithstanding, the Board will give you written notice, not more than thirty (30) calendar days after the occurrence of the event constituting Cause comes to the attention of another "executive officer" of Employer (as defined by the rules and regulations of the Securities Exchange Commission for purposes of the Exchange Act), prior to terminating this Agreement for the cause set forth in clauses (i), (ii), (iv), (vi),

(vii) and (viii) above. Such notice shall set forth the nature of any alleged misfeasance in reasonable detail and the conduct required to cure such misfeasance. Except for a breach which cannot by its nature be cured, you shall have thirty (30) calendar days from your receipt of such notice within which to cure and within which period Employer cannot terminate this Agreement for the stated reasons, and, if so cured, after which period Employer cannot terminate your employment under this Agreement for the stated reasons. For purposes of this Agreement, no such purported termination of your employment for Cause set forth in clauses (i), (ii), (iv), (vi), (vii) and (viii) above shall be effective without such notice.

(b) Good Reason Termination. You may terminate your employment hereunder for "Good Reason" at any time during the Original Employment Term upon written notice to Employer not more than thirty (30) calendar days after you become aware of the occurrence of the event constituting Good Reason; provided, however, that in the case of an event described in clause (ix) below, such written notice shall be provided not earlier than ninety (90) days following the occurrence of such event. Such notice shall state an effective date no earlier than thirty (30) calendar days after the date it is given. Employer shall have thirty (30) calendar days from the giving of such notice within which to cure and within which period you cannot terminate your employment under this Agreement for the stated reasons and, if so cured, after which you cannot terminate your employment under this Agreement for the stated reasons; provided, however, that this sentence shall not apply with respect to events which by their nature cannot be cured (it being understood that the occurrence of an event described in paragraph 10(b)(i), 10(b)(ii), 10(b)(iv)(D), 10(b)(ix) or 10(b)(xi) shall be considered an event of the type which by its nature cannot be cured). "***Good Reason***" shall mean, without your prior written consent, other than in connection with the termination of your employment for Cause (as defined above) or incapacity (as set forth in paragraph 9) or as a result of your death:

(i) your removal from or any failure to re-elect you as President and Chief Executive Officer or any higher office or title attained of Employer;

(ii) your removal from or failure to be elected or reelected to the Board at any annual meeting of shareholders of the Company at which your term as director is scheduled to expire;

(iii) the assignment to you by Employer of duties inconsistent with the usual and customary duties associated with a chief executive officer of a Publicly Traded Company comparable to Employer;

(iv) the diminution or withdrawal of a meaningful portion of your positions, titles, offices, reporting relationships, authorities, duties or responsibilities as set forth in paragraph 2, which, for avoidance of doubt, shall specifically include: (A) any arrangement involving the sharing of your positions, titles, offices, reporting relationships, authorities, duties or responsibilities; (B) any removal of positions,

titles, offices, reporting relationships, authorities, duties or responsibilities which are customarily given to the chief executive officer of a Publicly Traded Company comparable to Employer; (C) Employer becoming a publicly traded subsidiary of a Publicly Traded Company, unless you are made President and Chief Executive Officer and senior-most executive officer of the ultimate publicly traded parent company; or (D) Employer ceasing to be a Publicly Traded Company by reason of the consummation of a Going Private Transaction, unless such cessation occurs pursuant to or as a result of a transaction or transactions that you have recommended or approved;

(v) (A) a reduction in your Salary, Target Bonus or your other compensation levels, in each case as the same may be increased from time to time during the Employment Term; (B) the Compensation Committee's establishing Company-Wide Performance Goal(s) that fail to satisfy the Incentive Goal Parameters (as defined in paragraph 3(b)(ii)); (C) the Compensation Committee's establishing PRSU Performance Goal(s) that fail to satisfy the PRSU Goal Parameters (as defined in paragraph 4(b)(iii)(c)); or (D) payment of a Bonus that is less than the Company-Wide Performance Bonus determined in accordance with the formula set forth in paragraph 3(b)(iii) above;

(vi) Employer's requiring you to be based anywhere other than the New York or Los Angeles metropolitan area, except for required travel on the Company's business;

(vii) (A) the appointment of a non-Executive Chairman other than Sumner M. Redstone or yourself, or (B) the appointment of an Executive Chairman other than Sumner M. Redstone or yourself; provided, that in the case of either clause (A) or (B), Employer's sole and exclusive cure shall be the removal of the non-Executive Chairman or Executive Chairman, as applicable, within the prescribed 30-day cure period;

(viii) the failure by the Board to elect a Chairman within thirty (30) days following the date on which Sumner M. Redstone ceases to hold the office of Executive Chairman and Founder of Employer or within thirty (30) days following a subsequent vacancy of the Chairman position (it being understood that the Board's election of a Chairman within such 30-day period in no way constitutes a waiver of either party's rights or obligations under clause (vii)(A) or (B) of this paragraph 10(b));

(ix) the date on which a majority of the directors of the Board ceases to consist of (A) those individuals who, immediately prior to the Start

Date, constitute the independent directors of the Board (the "*Original Independent Directors*") and (B) any successor to an Original Independent Director (or a Qualified Replacement Director (as defined below)) who is elected or appointed to the Board, either pursuant to a unanimous vote of the remaining Original Independent Directors or by action of the shareholders of the Employer pursuant to a unanimous recommendation by the remaining Original Independent Directors, as a result of the death or voluntary retirement or resignation of such Original Independent Director (or such Qualified Replacement Director), including a voluntary determination by such Original Independent Director (or such Qualified Replacement Director) not to stand for re-election to the Board (a "*Qualified Replacement Director*"); provided, that any other Qualified Replacement Directors will be considered remaining Original Independent Directors for purposes of determining whether such successor director is a Qualified Replacement Director;

(x) the date on which a majority of the members of the Compensation Committee or a majority of the members of the Nominating and Governance Committee of the Board ceases to consist of Original Independent Directors and Qualified Replacement Directors;

(xi) the date on which any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder), other than Employer's senior management team as a group, directly or indirectly acquires or then beneficially owns (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) stock representing more than twenty percent (20%) of the general voting power of Employer at a time when neither (A) the person who was the ultimate beneficial owner (within the meaning of Rule 13d-3(a)(1) under the Exchange Act) (the "*Ultimate Voting Beneficial Owner*") on January 1, 2011 of a majority of the general voting power of Employer is the Ultimate Voting Beneficial Owner of a majority thereof, nor (B) the trust that, on January 1, 2011, was the holder, directly or indirectly, of stock representing a majority of the general voting power of Employer (or a successor trust with respect to which the Ultimate Voting Beneficial Owner on January 1, 2011 had, as of the date such successor trust was established, the sole ability to vote stock representing, directly or indirectly, a majority of the general voting power of Employer) holds stock representing a majority of the general voting power of Employer; provided, however, that you shall provide written notice to the Chair of the Compensation Committee prior to the date you provide written notice of termination pursuant to this paragraph 10(b)(xi) and offer and be available no later than ten (10) days

after such notice to meet and discuss such acquisition or then beneficial ownership with the Chair and the Original Independent Directors and Qualified Replacement Directors and, following such discussions, you shall only be entitled to terminate your employment for Good Reason under this paragraph 10(b)(xi) if you conclude and a majority of the Original Independent Directors and Qualified Replacement Directors concur in writing that the occurrence of such acquisition or then beneficial ownership has adversely affected your ability to perform your President and Chief Executive Officer duties effectively such that your ability to contribute to the further creation of shareholder value is inhibited;

(xii) the date on which a person is appointed or elected to, or nominated for appointment or election to, the Board who is: (A) a then current or former Chief Executive Officer of a competitor media company (or other officer of a competitor media company with a title that is substantially equivalent to or higher ranking than Chief Executive Officer), other than any person who is serving on the Board on the Start Date; or (B) a trustee of a trust that, on such date, directly or indirectly, holds stock representing more than fifty percent (50%) of the general voting power of Employer if such trustee's service on the Board would cause the number of trustees of the trust serving on the Board to exceed the number of individuals who (*x*) were trustees of the trust that, on January 1, 2011, held, directly or indirectly, stock representing a majority of the general voting power of Employer and (*y*) served on the Board as of the Start Date; or

(xiii) any other material breach by Employer of its material obligations hereunder, including, but not limited to, a breach of paragraph 2 (it being understood that a breach by Employer of any of its obligations contained in paragraph 2 shall constitute a material breach of a material obligation).

(c) Termination without Cause. Employer may terminate your employment without Cause at any time during the Original Employment Term by written notice to you.

(d) Termination Payments, Etc.

(i) Termination for Cause. In the event that Employer terminates your employment for Cause, Employer shall promptly pay and provide you with Limited Accrued Compensation and Benefits. For purposes of this Agreement, "***Limited Accrued Compensation and Benefits***" shall consist of: (*w*) reimbursement of any unpaid business expenses to which you are entitled to reimbursement pursuant to paragraph 6(a) that were incurred prior to the effective

date of your termination (the "*Termination Date*"); (*x*) your Salary through the Termination Date (as such date is determined in accordance with paragraph 10(a) or 10(b), as applicable); (*y*) any Bonus with respect to any completed calendar year that is determined by the Compensation Committee for you for each calendar year in which you were employed but has not yet been paid; and (*z*) all other vested compensation and benefits to which you are entitled as of the Termination Date under the terms and conditions applicable to such compensation and benefits, including vested stock options, restricted shares, restricted stock units, the Deferred Salary (if any, as defined in paragraph 3(a) of your employment agreement dated as of October 15, 2007 and as amended thereafter) and Deferred Compensation. The portion of each of your Limited Accrued Compensation and Benefits scheduled to be paid in cash upon your termination of employment shall be paid in a lump sum within 30 days after the Termination Date.

(ii) Termination without Cause or Resignation with Good Reason. In the event that Employer terminates your employment without Cause, or if you resign your employment for Good Reason, you shall be entitled to receive the following:

(a) Employer will pay and provide your Limited Accrued Compensation and Benefits, plus any unpaid amounts to which you are entitled to reimbursement pursuant to paragraph 6(b) that were incurred prior to your Termination Date (together, the "*Accrued Compensation and Benefits*");

(b) Employer will pay you a Bonus for the calendar year in which you terminate employment, such Bonus to be determined based on actual performance pursuant to the performance goal(s) described in paragraph 3(b)(i) hereof, and then prorated based on the number of calendar days of such year elapsed through the date of your termination of employment (the "*Pro-Rata Bonus*");

(c) Employer will pay you a cash severance amount (the "*Severance Payment*") equal to three (3) times the sum of: (i) your Salary in effect at the time of termination (or, if your Salary has been reduced in violation of this Agreement, your highest Salary during the Employment Term); and (ii) the average of the annual Bonuses payable to you (whether or not actually paid) with respect to the last three completed calendar years prior to the Termination Date; provided, that for purposes of determining the

average annual Bonus under clause (ii), the term "Bonus" shall mean for each applicable calendar year the total amount designated by the Compensation Committee as your Bonus for such calendar year, whether paid in cash, stock, stock options or stock awards or a combination thereof, and including any portion awarded as a Creative Bonus;

(d) All of your outstanding unvested Employer stock options will vest, and all such options and all of your outstanding Employer stock options that have previously vested will remain exercisable for the greater of the period provided in accordance with the provisions of grant, or for three (3) years from the end of Employment Term, but not beyond their normal expiration date;

(e) All of your unvested and outstanding restricted stock and/or restricted stock units and any other type of equity awards that are then unvested and outstanding, in each case, as of the date on which the Employment Term ends shall vest and, subject to any prior deferral election, be settled within ten (10) business days after your Termination Date; provided, however, that in the event and limited to the extent that compliance with the performance-based compensation exception is required in order to ensure the deductibility of any such award under Section 162(m) of the Code, such award shall vest if and to the extent the Compensation Committee certifies that a level of the performance goal(s) relating to such award has been met for the calendar year of termination, and, to the extent applicable, shall, subject to any prior deferral election, be settled within ten (10) business days thereafter, but in no event later than March 15th of the calendar year after the calendar year in which the award was granted; provided, further, that in the event and to the extent that compliance with the performance-based compensation exception under Section 162(m) of the Code is not required in order to ensure the deductibility of any such equity awards, such equity awards shall immediately vest (with an assumption that the performance goal(s) were achieved at target level, if and to the extent applicable) and, subject to any prior deferral election, be settled within ten (10) business days thereafter;

(f) You shall be provided, without charge to you, in either New York or Los Angeles at your election, suitable and appropriate office facilities (at a location within such city to

be determined by Employer) and a personal secretary (who may be your choice of one of your personal secretaries providing services to you during the Employment Term, to be compensated at the same compensation and benefits cost to Employer in effect immediately prior to your termination), until the conclusion of the Original Employment Term, or earlier upon your death, provided that nothing in this paragraph shall create any rights that are duplicative with any rights set forth in any other paragraph of this Agreement;

(g) Employer will continue to provide you with life insurance coverage as set forth in paragraph 5(b), at the same level of coverage that was in effect immediately prior to the Termination Date and on terms and conditions under which the life insurance is provided that are no less favorable to you than those in effect immediately prior to the Termination Date, until the end of the Original Employment Term or, if earlier, the date on which you become eligible for at least as much insurance coverage as the coverage that was in effect at the time of your termination, from a third party employer at such employer's expense; provided, however, that Employer may decrease the amount of premiums it pays towards life insurance coverage it provides you so long as the amount of such coverage that it continues to provide, combined with the amount of such coverage provided to you from a third party employer at such employer's expense, aggregates at least the amount of coverage that was in effect for you at the time of your termination as a result of Employer's obligations as set forth in paragraph 5(b);

(h) You and your eligible dependents shall be entitled to continued participation at your sole cost, in all medical, dental and hospitalization benefit plans or programs (the "*Health and Welfare Benefits*") in which you and/or they were participating on the date of the termination of your employment until the earlier of (i) 36 months following termination of your employment and (ii) the date, or dates, you receive equivalent coverage and benefits under the plans and programs of a subsequent employer (the "*Continuation Period*"); but only to the extent that you make a payment to Employer in an amount equal to the monthly premium payments (both the employee and employer portion) required to maintain such coverage for a similarly situated active employee (and such employee's dependents) of Employer on or before the first day of each

calendar month commencing with the first calendar month following the Termination Date and Employer shall reimburse you (on a tax-grossed up basis) for the amount of such premiums, if any, in excess of any employee contributions necessary to maintain such coverage for the Continuation Period; provided, however, that, in the event Employer is unable to provide you with the Health and Welfare Benefits during the Continuation Period under the terms of the applicable Employer plan(s), Employer shall obtain comparable coverage for you and your dependents at no additional cost to you (including on a tax-grossed up basis, if applicable) during the Continuation Period. The period of continuation coverage to which you are entitled under Section 4980B(f) of the Code shall run concurrently with the Continuation Period;

(i) For purposes of calculating your plan benefit under any SERP, you shall be credited with additional age and service credit equal to the lesser of (i) three (3) years or (ii) the period elapsed from the Termination Date to the end of the Original Employment Term (the "***SERP Credit***");

(j) You will receive a cash payment calculated as the sum of each of the following, as applicable:

(i) Ten Million Dollars ($10,000,000), if your Termination Date occurs prior to the 2015 TRSU Grant Date;

(ii) Ten Million Dollars ($10,000,000), if your Termination Date occurs prior to the 2016 PRSU Grant Date; and

(iii) Fifteen Million Dollars ($15,000,000), if your Termination Date occurs prior to the 2019 RSU Grant Date; provided, that if your employment terminates pursuant to paragraph 10(b), the amount set forth in this clause (j)(iii) shall be prorated based on the number of days which has elapsed during the 12-month period beginning on the RSU Grant Date immediately preceding your Termination Date (if your Termination Date occurs prior to the 2015 Grant Date, the last Annual RSU Grant Date shall be deemed to be February 20, 2014);

(k) If, following your termination of employment pursuant to paragraph 10(b) or 10(c), you do not notify Employer

within thirty (30) days following your Termination Date that you wish to provide Producer Services (as defined in and in accordance with paragraph 12(c)), you will receive a payment equal to Ten Million Dollars ($10,000,000). Your receipt of such payment constitutes a waiver of any claims, whether known or unknown, that you may have against Employer related to a Production Agreement (as defined in paragraph 12(c)); and

(l) You will receive a grant of shares of Class B Common Stock earned as the Performance Award (if any) pursuant to (and at the time provided in) Schedule A, subject to paragraphs 10(d)(iv) and 10(d)(v).

(iii) Timing of Payments and Settlement. Subject to paragraphs 10(d)(iv) and (v), (A) the portion of each of your Accrued Compensation and Benefits scheduled to be paid in cash upon your termination of employment shall be paid in a lump sum within 30 days after the Termination Date; (B) payment of the Pro-Rata Bonus will be made in accordance with paragraph 3(b)(vi) hereof; (C) payment of the cash amount described in paragraph 10(d)(ii)(j) shall be made in a lump sum within 30 days after the Termination Date, and payment of the cash amount described in paragraph 10(d)(ii)(k) (if any) shall be made in a lump sum within 60 days after the Termination Date; (D) all outstanding and unvested stock options, restricted stock and/or restricted stock units shall be treated as described in paragraphs 10(d)(ii)(d) and (e); and (E) any incremental plan benefits resulting from Employer's application of the SERP Credit will be paid at the same time and in the same form as your plan benefits are scheduled to be paid under the terms of the SERP.

Subject to paragraphs 10(d)(iv) and (v), 50% of the Severance Payment shall be paid in a lump sum within 30 days after the Termination Date, and the remaining 50% of the Severance Payment will be paid in equal installments in accordance with the Company's regular payroll practices over a period of 36 months, beginning with the first payroll period following the Termination Date.

Notwithstanding the foregoing, to the extent that any payments and benefits set forth in paragraph 10(d)(ii) constitute "deferred compensation" (within the meaning of Section 409A (or any successor provisions) of the Code and the rules and regulations promulgated thereunder ("*Section 409A*")), then for purposes of this paragraph 10(d)(iii), the references to "Termination Date" in the preceding two sentences shall be deemed to refer to the first

business day following the expiration of the 60-day period described in paragraph 10(d)(iv)(b) below.

Anything in this Agreement to the contrary notwithstanding, your entitlement to any portion of the Severance Payment that has not yet been paid and your right to receive future payments and benefits (including payments under paragraph 12, office and secretarial services) will cease if you materially breach any of the provisions set forth in paragraph 8(a), 8(b), 8(c) (but only with respect to a material breach involving strategic business or financial information) or 8(h) and after notice by Employer of such breach you fail to cure such breach within thirty (30) days following your receipt of such notice, assuming such breach is capable of cure. In the case of your material breach of any of the other provisions of paragraph 8, then in addition to any other rights or remedies Employer has under this Agreement or otherwise, nothing in this Agreement shall prevent Employer from seeking monetary damages and/or equitable relief in court. You may request from Employer at any time its view on whether a proposed activity or investment by you will breach the Non-Compete Covenant described in paragraph 8(a) and/or the Non-Solicit Covenant described in paragraph 8(b) by giving Employer written notice of the details of such activity or investment, and Employer will respond to your inquiry within ten (10) business days of its receipt of such notice. Employer's view as conveyed to you that the proposed activity or investment will not breach the applicable provisions of paragraph 8(a) and/or 8(b) shall be binding on it to the extent that the activity or investment does not exceed what was described in the notice. Your giving notice shall not be deemed an admission by you that the proposed activity or investment would violate the applicable provisions of paragraph 8(a) and/or 8(b). Employer's failure to respond with its view within ten (10) business days of its receipt of notice shall not constitute or be construed as an acknowledgment by Employer that the proposed activity or investment will not breach the provisions of paragraph 8(a) and/or 8(b), but such failure shall create an irrebuttable presumption that any breach arising from such activity or investment is capable of cure. For the avoidance of doubt, nothing in this paragraph 10(d)(iii), including the requirement that Employer give you a notice of a breach of paragraph 8(a) and/or 8(b), shall preclude Employer from seeking an immediate injunction or other equitable relief for any breach or threatened breach of provisions of paragraph 8.

(iv) Full Discharge of Company Obligations: Release.

(a) The payments and other benefits provided for in paragraph 10(d)(ii) (and, as applicable, paragraphs 12(h)(iii) and 12(i)(iii)) are in lieu of any severance or income continuation or protection under any plan Employer or any of its subsidiaries that may now or hereafter exist. The payments and benefits to be provided pursuant to paragraph 10(d)(ii) (and, as applicable, paragraphs 12(h)(iii) and 12(i)(iii)) (*x*) shall constitute liquidated damages, and not a penalty; (*y*) shall be considered your exclusive remedy upon termination of your employment pursuant to paragraph 10(b) or 10(c), termination of the Advisor Period for the reason set forth in paragraph 12(h)(iii) or termination of the Producer Period for the reason set forth in paragraph 12(i)(iii), as applicable; and (z) shall be deemed to satisfy and be in full and final settlement of all obligations of Employer to you under this Agreement. You acknowledge and agree that such amounts are fair and reasonable, and your sole and exclusive remedy, in lieu of all other remedies at law or in equity, with respect to the termination of your employment hereunder.

(b) Employer's obligation to make the Severance Payment and to pay or provide the other benefits set forth in paragraph 10(d)(ii) other than the Accrued Compensation and Benefits shall be conditioned on your execution of a release (the "***Release***") (with all periods for revocation set forth therein having expired) in form and substance substantially identical to that set forth in Schedule B within 60 days following your termination of employment (the "***Release Condition***"). The Release shall not be effective unless and until Employer executes the Release. For avoidance of doubt, the execution or non-execution by Employer of the Release shall not affect whether or not the Release Condition has been satisfied.

(c) To the extent any payments and benefits set forth in paragraph 10(d)(ii) do not constitute "deferred compensation", then if, at the time any such payments or benefits are scheduled to be paid to you pursuant to paragraph 10(d)(iii), you have not satisfied the Release Condition, such payments and benefits shall be held and accumulated without interest, and shall be paid to you on the first regular payroll date following the effective date of the Release. If the maximum period in which the Release may be executed (with all periods for revocation set forth therein having expired) ends in the calendar year following the calendar year in which you incur a Separation from

Service, the Release Condition shall be deemed not to have been satisfied until the later of (i) the first business day in the year following the year in which you incur a Separation from Service or (ii) the date that the Release Condition is satisfied (without regard to this sentence).

(v) Section 409A Delay. Notwithstanding any provisions of paragraphs 3(a), 4, 9, 10 and 12 to the contrary, if you are a "specified employee" (within the meaning of Section 409A) at the time of your Separation from Service, and if any portion of the payments or benefits to be received by you under paragraphs 3(a), 4, 9, 10 and 12 of this Agreement or under Schedule A upon your Separation from Service would be considered deferred compensation under Section 409A, then the following provisions shall apply to each such portion.

(a) Each portion of such payments and benefits that would otherwise be payable pursuant to paragraphs 3(a), 4, 9, 10 and 12 and Schedule A during the six-month period immediately following your Separation from Service (the "***Delayed Period***") shall instead be paid or made available on the earlier of (i) the first business day of the seventh month following the date you incur a Separation from Service or (ii) your death (the applicable date, the "***Permissible Payment Date***").

(b) Employer shall reimburse you for the reasonable after-tax cost of any welfare benefits, contemplated by paragraphs 9, 10 and 12, incurred by you in independently obtaining (or otherwise paying amounts to Employer to obtain) such benefits during the Delayed Period, with such reimbursement to be paid to you by Employer on the Permissible Payment Date.

(c) With respect to any amount of expenses eligible for reimbursement under paragraphs 9, 10 and 12, such expenses shall be reimbursed by Employer within 60 calendar days (or, if applicable, on the Permissible Payment Date) following the date on which Employer receives the applicable invoice from you (and approves such invoice) but in no event later than December 31st of the calendar year following the calendar year in which you incur the related expenses, or in the case of payment contemplated by paragraph 10(v)(e), December 31st of the calendar year following the calendar year in which the applicable taxes are remitted.

(d) Any payments delayed under paragraphs 3(a), 9, 10 and 12 (other than the delayed settlement of equity-based awards subject to Section 409A, if any) as a result of the application of Section 409A shall accrue interest at Employer's highest borrowing rate in effect on the Separation from Service and such interest shall be paid at the same time as the underlying delayed payment.

(e) Excise Taxes. Notwithstanding anything herein to the contrary, in the event that it is determined by Employer, or by the Internal Revenue Service (the "*IRS*") pursuant to an IRS audit (an "*Audit*") of your federal income tax return(s), that any payment or benefit provided to you hereunder or otherwise, would be subject to the excise tax imposed by Section 4999 of the Code, or any interest or penalties with respect to such excise tax (such excise tax, together with any interest or penalties thereon, is herein referred to as the "*Excise Tax*"), then Employer shall pay (either directly to the IRS as tax withholdings or to you as a reimbursement of any amount of taxes, interest and penalties paid by you to the IRS) both the Excise Tax and an additional cash payment (a "*Tax Neutralization Payment*") in an amount that will place you in the same after-tax economic position that you would have enjoyed if the payment or benefit had not been subject to the Excise Tax. Employer will consult with its outside tax counsel at its expense, to the extent it reasonably deems appropriate, in making determinations pursuant to the preceding sentence. The amount of the Tax Neutralization Payment shall be calculated by Employer's regular independent auditors based on the amount of the Excise Tax paid by Employer as determined by Employer or the IRS. If the amount of the Excise Tax determined by the IRS is greater than an amount previously determined by Employer, Employer's auditors shall recalculate the amount of the Tax Neutralization Payment. Employer's auditors shall provide you with detailed support for its calculations. Employer shall be responsible for the fees and expenses incurred by its auditors in making these calculations. You shall promptly notify Employer of any IRS assertion during an Audit that an Excise Tax is due with respect to any payment or benefit, but you shall be under no obligation to defend against such claim by the IRS unless Employer requests, in writing, that you undertake the defense of such IRS claim on behalf of Employer and at Employer's sole expense. In such event, Employer may elect to control the conduct to a final determination through counsel of its own choosing and at its sole expense, of any

audit, administrative or judicial proceeding involving an asserted liability relating to the Excise Tax, and you shall not settle, compromise or concede such asserted Excise Tax and shall cooperate with Employer in each phase of any contest.

(f) Each payment under this Agreement shall be considered a "separate payment" and not of a series of payments for purposes of Section 409A.

(vi) Reimbursement; In-Kind Benefits. In no event shall the reimbursements or in-kind benefits to be provided by Employer under this Agreement in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall your right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit. In addition, in no event shall any such reimbursements be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred.

11. Death. If you die during the Employment Term, your beneficiary or estate shall be entitled to receive the following:

(i) Employer will pay your Accrued Compensation and Benefits through the date of your death;

(ii) Employer will pay a prorated Bonus for the year of your death based on your Target Bonus and the number of calendar days elapsed during the year through the date of your death (the date of such payment for purposes of Section 409A shall be the date of your death, and such payment shall be made not later than February 28th of the calendar year following the calendar year in which your death occurs);

(iii) all of your outstanding unvested Employer stock options will vest;

(iv) all such options and all of your outstanding options that have previously vested will remain exercisable for the period provided for under the terms of the applicable award agreement;

(v) all of your unvested and outstanding restricted stock and/or restricted stock units and any other type of equity awards will vest and, subject to any prior deferral election, be settled within ten (10) business days after the date of your death; provided, that to the extent any such unvested and outstanding equity awards remain subject to performance-based vesting conditions on the date of your death, such equity awards shall immediately vest (with an

assumption that the performance goal(s) were achieved at target level, if and to the extent applicable) and, subject to any prior deferral election, be settled within ten (10) business days thereafter, and

(vi) You will receive a grant of shares of Class B Common Stock earned as the Performance Award (if any) pursuant to (and at the time provided in) Schedule A.

12. Senior Advisor or Producer.

(a) Continuation as Advisor; Term. Upon the earlier of (i) the end of the Employment Term as a result of the termination of your employment pursuant to paragraph 10(b) or 10(c), or (ii) the expiration of the Original Employment Term (provided you remained employed and are being paid on Employer's payroll through the end of the Original Employment Term and there has not occurred a renewal of the Employment Term), unless you elect otherwise by providing written notice to Employer, your employment shall continue in a different capacity as a Senior Advisor (an "*Advisor*") to the Company for a period of five years (the "*Advisor Period*"), subject to earlier termination of the Advisor Period in accordance with this paragraph 12. The Advisor Period may be terminated by (i) you at any time upon fourteen (14) days' prior written notice to Employer, (ii) Employer for Cause, as determined in accordance with paragraph 10(a), but without regard to clause (v) of such definition, or (iii) by Employer for any other reason. The termination of the Advisor Period pursuant to clauses (i) or (ii) in the preceding sentence is hereinafter referred to as a "*Non-Qualifying Termination*". The date on which the Advisor Period commences is hereinafter referred to as the "*Commencement Date*." The period beginning on the Commencement Date and ending immediately prior to the fifth anniversary of the Commencement Date, regardless of any earlier termination of the Advisor Period, shall hereinafter be referred to as the "*Original Advisor Period*."

(b) Advisory Services to be Provided During Advisor Period. During the Advisor Period, you shall provide such advisory services concerning the business, affairs and management of Employer and its subsidiaries as may be reasonably requested by the Chairman or the Chief Executive Officer of Employer (the "*Advisory Services*"), but you shall not be required to devote more than five (5) days (up to eight (8) hours per day) each month to such services which shall be performed at a time and place mutually convenient to you and Employer. You may accept other employment during the Advisor Period with any charitable, educational, religious or entertainment industry trade, public interest or public service organization and you may provide services to third parties (including serving as a member of the board of directors of any such party and any entity on which you have already been elected to serve during the Employment Term), provided that such services or the entity to whom you are providing such services is not in competition with Employer or any of its subsidiaries ("*Permitted Services*"). Any compensation or fees earned by you from Permitted Services shall not reduce the compensation payable by Employer under paragraphs 10(d) or 12.

(c) Producer Services to be Performed. During the Advisor Period, you shall not be required to provide any services as a Producer ("***Producer Services***") unless and until you notify Employer in writing and within thirty (30) days following either the expiration of the Original Employment Term or your Termination Date pursuant to paragraph 10(b) or 10(c), as applicable, that you desire to provide services as a Producer (the "***Producer Notice***"). Employer shall notify you in writing at least two weeks prior to the expiration of such 30-day notice period if it has not received the Producer Notice (the "***Employer Notice***").

If Employer timely provides you the Employer Notice, but you do not provide the Producer Notice to Employer within the prescribed 30-day period, Employer shall have no further obligation to you related to negotiation of a Production Agreement or your provision of Producer Services, subject to the last sentence of paragraph 12(h), if applicable; provided, that if your employment was terminated pursuant to paragraph 10(b) or 10(c) prior to the end of the Original Employment Term and you do not provide such Producer Notice, then pursuant to paragraph 10(d)(ii)(k) Employer will pay you Ten Million Dollars ($10,000,000) in accordance with the schedule set forth in paragraphs 10(d)(ii)(k) and 10(d)(iii).

If you provide the Producer Notice while you are an Advisor and within the prescribed 30-day period, the material terms set forth in the letter agreement between you and Employer dated December 11, 2014, which amends and restates the letter agreement between you and Employer dated May 2, 2012 (as amended and restated, the "***Supplemental Agreement***"), shall, effective as of the Commencement Date, constitute a binding production agreement. You and Employer (or an appropriate subsidiary of Employer) shall thereafter endeavor to enter into a binding long-form production agreement within sixty (60) days following the Commencement Date. The long-form production agreement (i) shall be negotiated in good faith; (ii) shall amend or supersede the Supplemental Agreement and have a term which commences effective as of the Commencement Date; (iii) shall recognize your experience in the industry, your skills and understanding of the Company; and (iv) shall contain substantive provisions relating to television and film production similar to comparable agreements entered into by the Company with a producer during the 36-month period preceding the Commencement Date, including the terms of the Supplemental Agreement. The Supplemental Agreement or, if you and Employer are able to reach agreement on a long-form production agreement, such long-form production agreement shall hereinafter be referred to as the "***Production Agreement.***" The term of any such Production Agreement, subject to earlier termination as may be set forth in the Production Agreement, shall be referred to herein as the "***Producer Period,***" and the term of any such Production Agreement, assuming no earlier termination of the term of such agreement, shall hereinafter be referred to as the "***Original Producer Period.***"

If you and Employer are not parties to a Production Agreement, you acknowledge and agree that, during the period in which you serve in the capacity as an Advisor to the Company and for a one-year period thereafter, but in no event beyond the Original Advisor Period, you shall be required to submit to Employer (or an appropriate subsidiary of Employer), on an exclusive First Look (as defined herein) basis, all Projects

(as defined herein) for Employer's consideration for potential acquisition, development, production and/or distribution by Employer. If you and Employer are parties to a Production Agreement, you acknowledge and agree that, during the period in which you serve in the capacity as a Producer to the Company and for a one-year period thereafter, but in no event beyond the Original Producer Period, you shall be required to submit to Employer (or an appropriate subsidiary of Employer), on an exclusive First Look basis, all Projects for Employer's consideration for potential acquisition, development, production and/or distribution by Employer; provided, however, that if your Production Agreement includes a First Look (or similar) provision(s) containing terms different than those set forth in the following paragraph, the terms of such provision(s) shall apply with respect to any Project(s) specifically contemplated therein. As used herein, "***First Look***" means that a Project shall be submitted in writing solely and exclusively to an individual specifically designated by Employer for such purpose (your "***Project Contact***") before it is submitted by you or on your behalf to any other person or entity; and "***Project***" means any idea, concept, story or other literary work intended by you or on your behalf for initial exploitation via any means of audio-visual exhibition, including, without limitation, television, motion-picture or theatrical exhibition.

Employer shall notify you of the name and contact information of your Project Contact as promptly as practicable following the Commencement Date, provided, however, that Employer shall have the right to change your Project Contact from time to time with reasonable prior written notice to you. Employer shall have thirty (30) days following your submission of a Project in which to notify you of its acceptance or rejection of the Project (reducible to fifteen (15) days if you notify Employer at the time of submission that such Project is a "hot property"). In the event Employer rejects the Project (or fails to notify you of its acceptance of such Project in writing during the foregoing consideration period), you shall be free to submit the Project to any other person or entity and enter into any agreement or arrangement with respect thereto, with no further obligation to Employer whatsoever with respect thereto (whether legal, financial or otherwise), except as otherwise provided below, and without such submission to another person or entity being a violation of the First Look obligation, provided, however, that in the event of a material change in a material element of the Project (*e.g.*, a material change in the development and/or production budget or a change in any key performer, producer, director or writer attached to the Project) prior to you entering into an agreement or arrangement with a third party with respect to such Project or such Project otherwise being set up with a third party, Employer shall be entitled to an additional First Look at the Project on the terms and conditions set forth herein and you shall re-submit the Project to Employer. In the event Employer accepts the Project by notifying you in writing during the consideration period, you shall negotiate exclusively and in good faith with Employer with respect thereto for a period of thirty (30) days (the "***Negotiation Period***"). If no agreement is reached by the end of the Negotiation Period or if Employer is otherwise unable to acquire any necessary third party rights with respect to such Project during the Negotiation Period, you may negotiate with third parties and/or enter into any agreement with third parties with respect to the Project, but you may not enter into any agreement with any third party on terms equally or less favorable to you than those last offered by you to Employer without first offering to Employer, by written notice specifying the name of such third party (if you are not otherwise prohibited from

disclosing), the same terms and conditions of such agreement (the "*Third Party Agreement*"). Employer will have ten (10) days after Employer's receipt of said offer to accept or reject all of the terms and conditions of the Third Party Agreement by notifying you in writing within such ten day period (with failure to so notify you within such period being deemed a rejection by Employer). Notwithstanding anything to the contrary contained herein, the non-competition provisions set forth herein shall not apply with respect to any agreement, arrangement, or services provided by you (or any of your affiliates) with respect to any Project which Employer has rejected or not accepted pursuant to the foregoing.

(d) Level of Services. Notwithstanding paragraphs 12(a), (b) and (c), it is the intent of the parties, and the parties hereby acknowledge, that for so long as the Advisor Period and/or Producer Period remains in effect, the level of bona fide services reasonably anticipated to be performed by you shall remain 45% or less of the average level of bona fide services performed by you during the 36-month period ending on the last day of the Employment Term and, therefore, that your continuing to provide services as an Advisor and/or Producer following the expiration of the Employment Term shall not prevent you from being considered to have incurred a Separation from Service as of your Termination Date.

(e) Advisor Compensation and Benefits. During the Advisor Period you shall receive a salary at the rate of Five Million Dollars ($5,000,000) per annum (the "***Advisory Fees***"), which, for the avoidance of doubt, is in addition to any compensation and/or fees payable to you with respect to any services provided in your role as a Producer (the "***Producer Services***"). In addition, during the Advisor Period, subject to the provisions of the applicable plans or programs, including provisions relating to eligibility to participate:

(i) the provisions of paragraphs 5(a), 5(b), 6(a) and 6(b) (but (*x*) in the case of paragraph 5(b), coverage will be provided at the same coverage level in effect immediately prior to the Commencement Date, and (*y*) in the case of paragraph 6(b), only with respect to Perquisites and consistent with Employer policies during the Advisor Period) shall continue to apply, other than the right to vacation accruals contemplated by paragraph 5(a) (collectively referred to as the "***Additional Compensation and Benefits***"). In the event Employer is unable to provide you with the Additional Compensation and Benefits due to your ineligibility to participate in the applicable Employer plans or programs during the Advisor Period, Employer shall obtain, during the Advisor Period, comparable coverage for you and your dependents with a contribution no greater than that contribution which would be required if you were an active employee covered under Employer's plan; and

(ii) your equity awards, including without limitation stock options, restricted stock, restricted stock units or any other form of equity

awards you may have been granted prior to the date you became an Advisor, to the extent not already vested or paid out, shall continue to vest or be paid out or exercisable, as the case may be, on their original schedule.

Additionally, during the Advisor Period, you shall be provided with: (*w*) in either New York or Los Angeles at your election, suitable and appropriate office facilities (at a location within such city to be determined by Employer); (*x*) a personal secretary (who may be your choice of one of your personal secretaries providing services to you during the Employment Term, to be compensated at the same compensation and benefits cost to Employer in effect immediately prior to the Commencement Date); (*y*) security services paid for by Employer consistent with the level of services provided by Employer immediately prior to the Commencement Date; and (*z*) use of private charter aircraft (*e.g.*, "Net Jets") comparable to Company-owned or leased aircraft, taking into account your travel plans, number of passengers and similar considerations, for up to a total of 100 hours per calendar year (collectively, the "***Additional Benefits***").

In no event shall the reimbursements or in-kind benefits to be provided by Employer in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall your right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit. In addition, in no event shall any such reimbursements be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred.

(f) Producer Compensation and Benefits. You will not receive any compensation or fees for the provision of any Producer Services, except as provided under the terms of a Production Agreement and as specifically set forth below:

(i) during the Producer Period, the provisions of paragraphs 5(a), 5(b), 6(a) and 6(b) (but (*x*) in the case of paragraph 5(b), coverage will be provided at the same coverage level in effect immediately prior to the Commencement Date, and (*y*) in the case of paragraph 6(b), only with respect to Perquisites and consistent with Employer policies during the Advisor Period) shall continue to apply, other than the right to vacation accruals contemplated by paragraph 5(a) (collectively referred to as the "***Producer Period Benefits***"). In the event Employer is unable to provide you with the Producer Period Benefits due to your ineligibility to participate in the applicable Employer plans or programs during the Producer Period, Employer shall obtain, during the Producer Period, comparable coverage for you and your dependents with a contribution no greater than that contribution which would be required if you were an active employee covered under Employer's plan; and

(ii) during the Producer Period, Employer shall provide you with the Additional Benefits (the "***Additional Producer Benefits***");

provided, however, that neither the Producer Period Benefits nor the Additional Producer Benefits shall be paid or provided to you by Employer to the extent such payments and benefits are paid or provided to you during any portion of the Advisor Period that runs concurrently with the Producer Period.

In no event shall the reimbursements or in-kind benefits to be provided by Employer in one taxable year affect the amount of reimbursements or in-kind benefits to be provided in any other taxable year, nor shall your right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit. In addition, in no event shall any such reimbursements be paid later than the last day of the calendar year following the calendar year in which the related expense was incurred.

(g) Equity Awards. In consideration of your covenants set forth in paragraph 12(j) and in order to retain your exclusive services as an Advisor (other than in connection with Permitted Services) during the periods described in paragraph 12, Employer agrees that upon the Commencement Date (or if the Commencement Date is not a trading day, on the first trading day after the Commencement Date) (the "***Additional RSU Grant Date***"), you will automatically be granted restricted stock units having a value equal to Ten Million Five Hundred Thousand Dollars ($10,500,000) (the "***Additional RSUs***"). The number of Additional RSUs granted on the Additional RSU Grant Date (rounded down to a whole unit for any fractional unit) shall be determined by dividing the value specified in the preceding sentence by the closing price of one share of Class B Common Stock on the Additional RSU Grant Date. Each Additional RSU shall correspond to one share of Class B Common Stock. The Additional RSUs shall vest in three (3) equal installments, with the first two installments vesting on first and second anniversaries of the Commencement Date, respectively, and the third installment vesting on the calendar day immediately preceding the third anniversary of the Commencement Date, subject to earlier acceleration or cancellations as provided in paragraph 12(h) or any deferral election.

(h) Consequences of Termination of the Advisor Period. Upon termination of the Advisor Period, in addition to any compensation you may be entitled to upon termination of the Producer Period:

(i) in a Non-Qualifying Termination, Employer shall have no further obligations to you under the terms of paragraph 12 with respect to your role as an Advisor other than to promptly pay and provide you with Accrued Advisory Compensation and Benefits. For purposes of this Agreement, "***Accrued Advisory Compensation and Benefits***" shall consist of: (A) reimbursement of any unpaid business expenses to which you are entitled to reimbursement pursuant to paragraph 6 (and paragraph 12(e)) that were incurred prior to the effective date of the termination of the Advisor Period (such date, the "***Advisor Termination Date***"), (B) your Advisory Fees through the Advisor Termination Date, and (C) all other vested compensation and benefits to which you are entitled to as of the Advisor Termination Date under the terms and conditions

applicable to such compensation and benefits. All of your then unvested Additional RSUs shall be cancelled upon the occurrence of a Non-Qualifying Termination. The Accrued Advisory Compensation and Benefits shall be paid in a lump sum within 30 days after the Advisor Termination Date.

(ii) due to death or disability (as determined in accordance with your long-term disability plan coverage in effect during the Advisor Period), (A) the Additional RSUs shall become fully vested and, subject to any prior deferral election, be settled within ten (10) business days following the Advisor Termination Date; (B) in the case of your termination due to disability, the provisions of paragraph 5(b) shall continue to apply for the duration of the Original Advisor Period (at the same coverage level in effect immediately prior to the Commencement Date); and (C) you shall be entitled to the Accrued Advisory Compensation and Benefits.

(iii) for any reason other than as set forth in clauses (i) and (ii) above, (A) you shall be entitled to the Accrued Advisory Compensation and Benefits; (B) the Additional RSUs shall become fully vested and, subject to any prior deferral election, be settled within ten (10) business days following the Advisor Termination Date; and (C) Employer shall continue to provide you with the Additional Compensation and Benefits, the Advisory Fees and the Additional Benefits, in each case, for the duration of the Original Advisor Period in accordance with paragraph 12(e).

Additionally, if the Advisor Period is terminated by Employer (*x*) for any reason other than as set forth in clauses (i) and (ii) above, (*y*) before you provide the Producer Notice and (*z*) within the 30-day period following the expiration of the Original Employment Term, you will also receive a cash payment equal to Ten Million Dollars ($10,000,000), payable in a lump sum during the 60-day period beginning on the Commencement Date.

(i) Consequences of Termination of the Producer Period. Subject to any compensation and benefits to which you are entitled pursuant to the terms of a Production Agreement with the Company, upon termination of the Producer Period, in addition to any compensation you may be entitled to upon termination of the Advisor Period:

(i) by you at any time upon fourteen (14) days' prior written notice to Employer or by Employer for Cause (as determined in accordance with paragraph 10(a), but without regard to clause (v) of such definition), Employer shall have no further obligations to you under the terms of paragraph 12 of this Agreement with respect to your role as a Producer, or under any other agreement (including any Production Agreement), other than to promptly pay and provide you with Accrued Producer Compensation and Benefits.

For purposes of this Agreement, "***Accrued Producer Compensation and Benefits***" shall consist of: (A) reimbursement of any unpaid business expenses to which you are entitled to reimbursement pursuant to paragraph 6 (and this paragraph 12) that were incurred prior to the effective date of the termination of the Producer Period (such date, the "***Producer Termination Date***"), and (B) all other vested compensation and benefits to which you are entitled to as of the Producer Termination Date under the terms and conditions applicable to such compensation and benefits. The Accrued Producer Compensation and Benefits shall be paid in a lump sum within 30 days after the Producer Termination Date.

(ii) due to death or disability (as determined in accordance with your long-term disability plan coverage in effect during the Producer Period), (A) in the case of your termination due to disability, the provisions of paragraph 5(b) shall continue to apply for the duration of the Original Producer Period (at the same coverage level in effect immediately prior to the Commencement Date); and (B) you shall be entitled to the Accrued Producer Compensation and Benefits.

(iii) for any reason other than set forth in clauses (i) and (ii) above, (A) Employer shall continue to provide you with the Producer Period Benefits and the Additional Producer Benefits, in each case, for the duration of the Original Producer Period in accordance with paragraph 12(f); (B) you shall be entitled to the Accrued Producer Compensation and Benefits; and (C) Employer shall provide you with the "overhead reimbursement," "television production guaranteed compensation" and "network penalty payments" (as described in Sections A.2, B.1 and D.3, respectively, of Exhibit A to the Supplemental Agreement) for the duration of the Original Producer Period, payable in accordance with a schedule(s) to be set forth in the Production Agreement.

(j) Covenants. The parties hereby agree that (i) the provisions of paragraph 8 are hereby incorporated by reference into this paragraph 12 and shall continue to apply during the period commencing on the Commencement Date and ending on the later of the termination of the Advisor Period and the termination of the Producer Period (such period, the "***Extended Restriction Period***") (other than with respect to any Project which Employer has rejected or failed to accept appropriately pursuant to the First Look), and any period set forth in the provisions of paragraph 8 that survives any termination of employment or the Employment Term shall survive for the same duration following termination of the Extended Restriction Period, and (ii) the provisions of paragraph 8(a), 8(b) and 8(f) that would otherwise terminate upon the expiration of the Original Employment Term shall continue to apply following the expiration of the Original Employment Term during the Extended Restriction Period, and shall remain in

effect as follows: (*x*) with respect to paragraphs 8(a) and 8(b), until the first anniversary of the termination of the Extended Restriction Period, unless such Extended Restriction Period terminates as a result of the expiration of the Original Advisor Period or the Original Producer Period (in which case the provisions of paragraphs 8(a) and 8(b) shall end on the last day of the Original Advisor Period or the Original Producer Period, as the case may be), and (*y*) with respect to paragraph 8(f), until the second anniversary of the termination of the Extended Restriction Period, unless such Extended Restriction Period terminates as a result of the expiration of the Original Advisor Period or the Original Producer Period (in which case the provisions of paragraph 8(f) shall end on the last day of the Original Advisor Period or the Original Producer Period, as the case may be). Notwithstanding the foregoing, if you and Employer enter into a Production Agreement as contemplated in paragraph 12(c), the provisions of paragraph 8 shall not apply to you in your capacity as a Producer during the Producer Period to the extent any activity or conduct described in such provisions is specifically authorized under the terms of your Production Agreement.

(k) Release. Notwithstanding anything in this Agreement or in any Production Agreement with Employer to the contrary:

(i) Employer's obligation to make the payments and provide the benefits set forth in paragraph 12(h)(iii) of this Agreement other than the Accrued Advisory Compensation and Benefits shall be conditioned on your execution of a release (the "***Advisor Release***") (with all periods for revocation set forth therein having expired) in form and substance substantially identical to that set forth in Schedule B within 60 days following the termination of the Advisor Period (the "***Advisor Release Condition***"). The Advisor Release shall not be effective unless and until executed by Employer; provided, however, that execution or non-execution by Employer of the Advisor Release shall not affect whether or not the Advisor Release Condition has been satisfied. If the maximum period in which the Advisor Release may be executed (with all periods for revocation set forth therein having expired) ends in the calendar year following the calendar year in which the Advisor Termination Date occurs, then the Advisor Release Condition shall be deemed not to have been satisfied until the later of (i) the first business day in the year following the year in which the Advisor Termination Date occurs or (ii) the date on which the Advisor Release Condition is satisfied (without regard to this sentence).

(ii) Employer's obligation to make the payments and provide the benefits set forth in paragraph 12(i)(iii) (other than the Accrued Producer Compensation and Benefits) of this Agreement or under any Production Agreement with Employer shall be conditioned on your execution of a release (the "***Producer Release***") (with all periods for revocation set forth therein having expired) in form and substance substantially identical to that set forth in Schedule B

within 60 days following the termination of the Producer Period (the "***Producer Release Condition***"). The Producer Release shall not be effective unless and until executed by Employer; provided, however, that execution or non-execution by Employer of the Producer Release shall not affect whether or not the Producer Release Condition has been satisfied. If the maximum period in which the Producer Release may be executed (with all periods for revocation set forth therein having expired) ends in the calendar year following the calendar year in which the Producer Termination Date occurs, then the Producer Release Condition shall be deemed not to have been satisfied until the later of (i) the first business day in the year following the year in which the Producer Termination Date occurs or (ii) the date on which the Producer Release Condition is satisfied (without regard to this sentence).

If, at the time any payments or benefits are scheduled to be paid to you pursuant to paragraph 12(h)(iii) or 12(i)(iii), as applicable, you have not satisfied the Advisor Release Condition or the Producer Release Condition, as applicable, then any such payments and benefits shall be held and accumulated without interest, and shall be paid to you on the first regular payroll date following the effective date of the Advisor Release or the Producer Release, as applicable.

Your failure or refusal to sign and deliver the Advisor Release or the Producer Release, as applicable, or your revocation of an executed and delivered Advisor Release or Producer Release, as applicable, in accordance with applicable laws, whether intentionally or unintentionally, will result in the forfeiture of the payments and benefits under paragraph 12(h)(iii) or 12(i)(iii), as applicable.

(l) Nothing in this paragraph 12 shall create any rights that are duplicative with any rights set forth in any other paragraph of this Agreement.

13. No Mitigation. You shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall any reduction of such amounts be made for any other compensation that you earn from a subsequent employer (including self-employment).

14. Section 317 and 507 of the Federal Communications Act. You represent that you have not accepted or given nor will you accept or give, directly or indirectly, any money, services or other valuable consideration from or to anyone other than Employer for the inclusion of any matter as part of any film, television program or other production produced, distributed and/or developed by Employer and/or any of Employer's affiliates.

15. Equal Opportunity Employer; Employer Business Conduct Statement. You acknowledge that Employer is an equal opportunity employer. You agree that you will comply with Employer policies regarding employment practices and with applicable federal, state and local laws prohibiting discrimination on the basis of race, color, creed,

national origin, age, sex or disability. In addition, you agree that you will comply with Employer's Supplemental Code of Ethics for Senior Financial Officers and Employer's Business Conduct Statement.

16. Indemnification.

(a) If you are made a party, are threatened to be made a party to, or otherwise receive any other legal process in, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*Proceeding*"), by reason of the fact that you are or were a director, officer or employee of Employer or are or were serving at the request of Employer as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether or not the basis of such Proceeding is your alleged action in an official capacity while serving as director, officer, member, employee or agent, Employer shall indemnify you and hold you harmless to the fullest extent permitted or authorized by Employer's certificate of incorporation and bylaws or, if greater, by the laws of the State of Delaware, against all cost, expense, liability and loss (including without limitation, attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement and any cost and fees incurred in enforcing your rights to indemnification or contribution) reasonably incurred or suffered by you in connection therewith, and such indemnification shall continue even though you have ceased to be a director, member, employee or agent of Employer or other entity and shall inure to the benefit of your heirs, executors and administrators. Employer shall advance to you all reasonable costs and expenses that you incur in connection with a Proceeding within twenty (20) days after its receipt of a written request for such advance. Such request shall include an undertaking by you to repay the amount of such advance if it shall ultimately be determined that you are not entitled to be indemnified against such costs and expenses.

(b) Neither the failure of Employer (including its board of directors, independent legal counsel or stockholders) to have made a determination that indemnification of you is proper because you have met the applicable standard of conduct, nor a determination by Employer (including its board of directors, independent legal counsel or stockholders) that you have not met such applicable standard of conduct, shall create a presumption or inference that you have not met the applicable standard of conduct.

(c) To the extent that Employer maintains officers' and directors' liability insurance, you will be covered under such policy subject to the exclusions and limitations set forth therein.

(d) The provisions of this Section 16 shall survive the expiration or termination of your employment and/or this Agreement.

17. Notices. All notices required to be given hereunder shall be given in writing, by personal delivery or by mail at the respective addresses of the parties hereto set forth above, or at such other address as may be designated in writing by either party,

and in the case of Employer, to the attention of the General Counsel of Employer. Any notice given by mail shall be deemed to have been given three days following such mailing. Copies of all notices to you shall be given to Grubman Shire & Meiselas, P.C., Carnegie Hall Tower, 152 W. 57th Street, New York, NY 10019, Attention: Allen J. Grubman, Esq. and Eric D. Sacks, Esq.

18. Assignment and Successors. This is an Agreement for the performance of personal services by you and may not be assigned by you or Employer except that Employer may assign this agreement to any affiliate of Employer or any successor in interest to Employer, provided such assignee assumes all of the obligations of Employer hereunder.

19. New York Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York, without giving effect to the conflicts of laws principles thereof or to those of any other jurisdiction which, in either case, could cause the application of the laws of any jurisdiction other than the State of New York.

20. Disputes. Any disputes between the parties to this Agreement shall be settled by arbitration in New York, New York under the auspices of the American Arbitration Association, before a panel of three (3) arbitrators, in accordance with the National Rules for the Resolution of Employment Disputes promulgated by the Association. Each party shall select an arbitrator and the two (2) arbitrators shall select a third and these three arbitrators shall form the panel. The decision in such arbitration shall be final and conclusive on the parties and judgment upon such decision may be entered into in any court having jurisdiction thereof. Costs of the arbitration or litigation, including, without limitation, reasonable attorneys' fees and expenses of both parties, shall be borne by Employer if you prevail on at least one of the material issues that is the subject of the arbitration. If you do not so prevail, you and Employer shall equally share costs of the arbitration or litigation other than attorneys' fees, and each of you and Employer shall bear its own attorneys' fees and expenses. Nothing herein shall prevent Employer from seeking equitable relief in court as provided for in paragraph 8(i) or shall prevent either party from seeking equitable relief in court in aid of arbitration under applicable law.

21. No Implied Contract. Nothing contained in this Agreement shall be construed to impose any obligation on Employer to renew this Agreement or any portion thereof. The parties intend to be bound only upon execution of a written agreement and no negotiation, exchange of draft or partial performance shall be deemed to imply an agreement. Neither the continuation of employment nor any other conduct shall be deemed to imply a continuing agreement upon the expiration of this Agreement.

22. Entire Understanding; Amendments. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and supersedes the Prior Agreement, provided, however, that no provision in this Agreement shall be construed to adversely affect any of your rights with respect to equity awards

granted on or prior to the Start Date pursuant to the terms of the Prior Agreement. This Agreement can be amended only by a writing signed by both parties hereto.

23. Waivers. Waiver by either you or by Employer of any breach or default by the other party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party hereto to assert its or his rights hereunder on any occasion or series of occasions.

24. Void Provisions. If any provision of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall be deemed stricken from this Agreement and shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

25. Deductions and Withholdings. Payment of Deferred Compensation. All amounts payable under this Agreement shall be paid less deductions and income and payroll tax withholdings as may be required under applicable law and any benefits and perquisites provided to you under this Agreement shall be taxable to you as may be required under applicable law.

26. Section 409A. To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to as a result of this paragraph 26 or otherwise) shall Employer or any of its subsidiaries or affiliates be liable for any tax, interest or penalties that may be imposed on you under Section 409A. Neither Employer nor any of its subsidiaries or affiliates has any obligation to indemnify or otherwise hold you harmless from any or all such taxes, interest or penalties, or liability for any damages related thereto. You acknowledge that you have been advised to obtain independent legal, tax or other counsel in connection with Section 409A.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

28. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless otherwise expressly provided for in this Agreement, the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. References to the word "day" or "days" shall be deemed to refer to "calendar day" or "calendar days" unless otherwise provided.

[signature page to follow]

If the foregoing correctly sets forth our understanding, please sign, date and return all four (4) copies of this Agreement and return it to the undersigned for execution on behalf of Employer; after this Agreement has been executed by Employer and a fully executed copy returned to you, it shall constitute a binding agreement between us.

Very truly yours,

CBS CORPORATION

/s/ Anthony G. Ambrosio
Name: Anthony G. Ambrosio
Title: Senior Executive Vice President, Chief Administrative Officer and Chief Human Resources Officer

ACCEPTED AND AGREED:

/s/ Leslie Moonves
Name: Leslie Moonves

Dated: 12/11/14

SCHEDULE A

Performance Award

Part A: Number of Shares Earned Based on Stock Price Performance

Final Stock Price (% of Initial Stock Price)	# of Shares Earned*
Below 124.60%	0
124.60%	250,000
130.04%	290,000
135.67%	330,000
141.50%	370,000
147.52%	410,000
153.73%	450,000**
160.15%	490,000
166.79%	530,000
173.65%	570,000
180.71%	610,000
188.02%	650,000
Above 188.02%	650,000

* Number of shares earned between percentages shown in above table will be determined through straight-line interpolation.

** The target Performance Award (the "*Target Performance Award*") shall be 450,000 shares of Class B Common Stock.

Part B: Modifier to Number of Shares Earned

PRSU Performance Goal Percentage Achievement	Modifier***
Below Threshold (*i.e.*, <80%)	0.9
Threshold (*i.e.*, 80%)	0.9
Target (*i.e.*, 100%)	1.0
Maximum (*i.e.*, 120%)	1.1
Above Maximum (*i.e.*, >120%)	1.1

*** Modifier between levels determined through straight-line interpolation.

1. Determination of the Number of Shares to be Granted:

(a) (i) At the end of the Original Employment Term, subject to your continued employment with Employer through such date (subject to paragraphs 1(b), 1(c), 1(d), 2 and 3 of this Schedule A), the Compensation Committee will determine the number of shares of Class B Common Stock to be granted to you as the Performance Award based on the performance of the Class B Common Stock over the period beginning January 1, 2015 and ending June 30, 2019 (the "*Performance Period*").

(ii) Within thirty (30) days following the end of the Performance Period, the Compensation Committee will certify the "Final Stock Price" (as defined below) that was achieved during the Performance Period, expressed as a percentage of the "Initial Stock Price" (as defined below). The number of shares of Class B Common Stock earned based on such percentage is referred to herein as the "*Initial Performance Shares*." If the Final Stock Price for the Performance Period falls at an intermediate point between percentages shown in the table in Part A above, the number of Initial Performance Shares shall be interpolated on a straight-line basis between the respective numbers of shares earned at such percentages. Fractional shares will be rounded to the next higher whole share.

(iii) Once the Compensation Committee has determined the number of Initial Performance Shares, such number shall be divided into thirds with one-third allocated to each of the 2016, 2017 and 2018 calendar years (each, a "*Performance Year*"). With respect to each such Performance Year, the number of Initial Performance Shares allocated to such year shall be adjusted based on the Company's degree of achievement against the PRSU Performance Goal established for the Performance Year as reflected in the table in Part B above. For avoidance of doubt, the portion of the Initial Performance Shares allocated to any Performance Year shall be increased or decreased by no more than 10%. Following adjustment for the Company's performance for each Performance Year, the aggregate performance-adjusted number of Initial Performance Shares (the "*Final Performance Shares*") shall be granted to you as soon as practicable, but in no event later than sixty (60) days following the last day of the Original Employment Term, subject to paragraph 10(d)(v) of the Agreement and paragraphs 1(b), 1(c), 1(d), 2 and 3 of this Schedule A.

(b) In the event your employment is terminated in accordance with paragraph 10(b) or 10(c) prior to the last day of the Original Employment Term, you shall remain eligible to receive shares of Class B Common Stock as the Performance Award following the conclusion of the Performance Period, determined in accordance with paragraph 1(a) of this Schedule A. Shares of Class B Common Stock to be granted pursuant to this paragraph 1(b) shall be granted to you as soon as practicable following the last day of the Original Employment Term, but in no event later than sixty (60) days following such date, subject to paragraphs 10(d)(iv) and 10(d)(v) of the Agreement, as applicable, and paragraphs 1(d), 2 and 3 of this Schedule A.

(c) In the event your employment terminates prior to the last day of the Original Employment Term due to your incapacity in accordance with paragraph 9 or your death in accordance with paragraph 11, you shall remain eligible to receive shares of Class B Common Stock as the Performance Award following the conclusion of the Performance Period, determined in accordance with paragraph 1(a) of this Schedule A, and then prorated based on the number of calendar days of the Performance Period which have elapsed through the date of your death or termination due to incapacity. Shares of Class B Common Stock to be granted pursuant to this paragraph 1(c) shall be granted to you (or your estate or beneficiary, if applicable) as soon as practicable following the last day of the Original Employment Term, but in no event later than sixty (60) days following such date, subject to paragraph 10(d)(v) of the Agreement (in the case of your termination of employment due to incapacity) and paragraphs 1(d), 2 and 3 of this Schedule A.

(d) If there should occur a Going Private Transaction on or before the last day of the Original Employment Term, then:

(i) The number of Final Performance Shares shall be determined as the higher of (x) the Target Performance Award and (y) the number determined as follows:

(A) the number of Initial Performance Shares shall be determined as set forth in paragraph 1(a)(ii) above, except that the last day of the Performance Period shall be the tenth (10th) business day immediately preceding the date of such Going Private Transaction (the "***Measurement Date***"); and

(B) the number of Final Performance Shares shall be determined as set forth in paragraph 1(a)(iii) above, provided that if the Measurement Date of such Going Private Transaction occurs prior to the completion of any Performance Year(s), the Part B modifier applicable for such Performance Year(s) shall be deemed to be 1.0;

provided, however, that if such Going Private Transaction occurs after your death or termination due to incapacity, then, notwithstanding the foregoing provisions, the number of Final Performance Shares calculated pursuant to this paragraph 1(d)(i) shall be prorated based on the number of calendar days of the Performance Period which elapsed through the date of your death or termination due to incapacity.

(ii) The Final Performance Shares shall be granted as follows:

(A) If the Going Private Transaction is a permissible distribution event under Section 409A, then the Final Performance Shares shall be granted to you immediately prior to and contingent upon the consummation of the Going Private Transaction; or

(B) If the Going Private Transaction is not a permissible distribution event under Section 409A, then the Final Performance Shares shall be granted to you as soon as practicable following the last day of the Original Employment Term, but in no event later than sixty (60) days following such date, subject to paragraphs 10(d)(iv) and/or 10(d)(v) of the Agreement, as applicable.

(iii) For avoidance of doubt, in the event a Going Private Transaction is consummated prior to the end of the Original Employment Term but after your termination of employment in accordance with paragraph 9, 10(b), 10(c) or 11 of the Agreement, as applicable, then notwithstanding paragraphs 1(b) and 1(c) of this Schedule A, this paragraph 1(d) shall govern the determination of the number of Final Performance Shares and the date on which they are to be granted to you (or in the event of your death, to your estate or beneficiary).

(iv) If at any time Employer (or a successor to Employer, if applicable) is unable to deliver shares of Class B Common Stock when required hereunder, then in accordance with paragraph 2 of this Schedule A, you shall instead receive shares of stock, equity interests or other consideration having an equivalent "Fair Market Value" (as defined below) as the value of the shares of Class B Common Stock you would otherwise have received immediately prior to the Going Private Transaction if such Going Private Transaction constituted a permissible distribution event under Section 409A.

2. Adjustments:

In the event of any dividend or other distribution (whether in the form of cash, shares, or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase, or exchange of shares or other securities of Employer, issuance of warrants or other rights to purchase shares or other securities of Employer, or other similar corporate transaction or event that constitutes an "equity restructuring transaction" as that term is defined in Accounting Standards Codification Topic 718 (or any successor thereto) or otherwise affects the shares of Class B Common Stock, then you and the Chair of the Compensation Committee on the Start Date (or his successor, if such director is also an Original Independent Director or a Qualified Replacement Director) shall mutually determine in good faith the appropriate adjustment to be made to the tables in Part A and Part B and/or to the number and kind of securities or other consideration deliverable as the Performance Award in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Schedule A.

3. Registration:

Employer shall grant the shares of Class B Common Stock under the LTIP if it is able to do so under the terms of the plan and applicable law. If (a) Employer is a Publicly

Traded Company at the time that the shares of Class B Common Stock are required to be granted to you as the Performance Award and (b) Employer is unable to grant such shares to you under the LTIP at such time (*e.g.*, following your death or termination due to incapacity, or if you elect not to continue your employment as an Advisor or a Producer following expiration of the Employment Term), then Employer shall grant to you the shares of Class B Common Stock at the applicable time set forth in paragraph 1 above and, in addition, shall file a registration statement with regard to such shares with the Securities and Exchange Commission (the "*SEC*") on Form S-3 (or such other form as Employer deems appropriate) no more than thirty (30) calendar days following the date of grant and shall use reasonable best efforts to cause the registration statement to become effective as soon as practicable; provided, however, that if Employer is not eligible for or is otherwise restricted from filing such registration statement with the SEC, then Employer shall use reasonable best efforts to effect the registration of such shares of Class B Common Stock granted to you as the Performance Award as soon as practicable; provided, further, however, that if, in the good faith reasonable judgment of the Chief Legal Officer of the Employer, the filing of such a registration statement would require the disclosure of material non-public information that Employer has a business purpose to keep confidential, then, upon notice to you, (*x*) if Employer qualifies as a "well-known seasoned issuer" ("*WKSI*") under the Securities Act of 1933, as amended, at such time, the filing and effectiveness of the registration statement may be postponed for a period not to exceed ninety (90) days from the date of grant and (*y*) if the Employer is not a WKSI at such time, the filing of the registration statement may be postponed for a period not to exceed ninety (90) days from the date of grant and Employer shall use reasonable best efforts to cause the registration statement to become effective as soon as practicable thereafter. Any such postponement described above shall not exceed such number of days that the Chief Legal Officer of Employer determines in good faith to be reasonably necessary.

4. Defined Terms:

"*Closing Price*" means the closing price of a share of Class B Common Stock, as published in the Wall Street Journal, for the applicable trading day.

"*Fair Market Value*" means, as of any date, the fair market value of a share of stock or other equity interest as determined by an independent appraiser selected in good faith by the Board (or the board of directors of a successor to Employer, if applicable).

"*Final Stock Price*" means the tenth (10th) highest Closing Price which occurs during the Performance Period (including a shortened Performance Period pursuant to paragraph 1(d)(i)(A) of this Schedule A).

"*Initial Stock Price*" means the Closing Price on the first trading day in calendar year 2015.

SCHEDULE B

Form of Release

GENERAL RELEASE

WHEREAS, Leslie Moonves (hereinafter referred to as the "*Executive*") and CBS Corporation (hereinafter referred to as "*Employer*") are parties to an Employment Agreement, dated December 11, 2014 (the "*Employment Agreement*"), which provided for the Executive's employment with Employer on the terms and conditions specified therein; and

WHEREAS, pursuant to paragraph [10(d)] [12] of the Employment Agreement, the Executive has agreed to execute a release of the type and nature set forth herein as a condition to his entitlement to certain payments and benefits upon his termination of employment with Employer; and

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and for other good and valuable consideration received or to be received by the Executive in accordance with the terms of the Employment Agreement, it is agreed as follows:

1. (a) Excluding enforcement of the covenants, promises and/or rights reserved herein, the Executive hereby irrevocably and unconditionally releases, acquits and forever discharges Employer and each of Employer's owners, stockholders, predecessors, successors, assigns, directors, officers, employees, divisions, subsidiaries, affiliates (and directors, officers and employees of such companies, divisions, subsidiaries and affiliates) and all persons acting by, through, under or in concert with any of them (collectively "*Releasees*"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort or any legal restrictions on Employer's right to terminate employees, or any Federal, state or other governmental statute, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Federal Age Discrimination In Employment Act of 1967 ("ADEA"), as amended, the Employee Retirement Income Security Act ("ERISA"), as amended, the Civil Rights Act of 1991, as amended, the Rehabilitation Act of 1973, as amended, the Older Workers Benefit Protection Act ("OWBPA"), as amended, the Worker Adjustment Retraining and Notification Act ("WARN"), as amended, the Fair Labor Standards Act ("FLSA"), as amended, the Occupational Safety and Health Act of 1970 ("OSHA"), the New York State Human Rights Law, as amended, the New York Labor Act, as amended, the New York Equal Pay Law, as amended, the New York Civil Rights Law, as amended, the New York Rights of Persons With Disabilities Law, as amended, and the New York

Equal Rights Law, as amended, that the Executive now has, or has ever had, or ever shall have, against each or any of the Releasees, by reason of any and all acts, omissions, events, circumstances or facts existing or occurring up through the date of the Executive's execution hereof that directly or indirectly arise out of, relate to, or are connected with, the Executive's services to, or employment by Employer (any of the foregoing being a "***Claim***" or, collectively, the "***Claims***"); provided, however, that this release shall not apply to any of the obligations of Employer or any other Releasee under the Employment Agreement, or under any agreements, plans, contracts, documents or programs described or referenced in the Employment Agreement; and provided, further, that this release shall not apply to any rights the Executive may have to obtain contribution or indemnity against Employer or any other Releasee pursuant to contract, Employer's certificate of incorporation and by-laws or otherwise preclude you from exercising any legally protected whistleblower rights (including under Rule 21F under the Exchange Act).

(b) Excluding enforcement of the covenants, promises and/or rights reserved herein, the Employer hereby irrevocably and unconditionally releases, acquits and forever discharges Executive from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, that the Employer now has, or has ever had, or ever shall have, against Executive, by reason of any and all acts, omissions, events, circumstances or facts existing or occurring through the date of Employer execution of this release that directly or indirectly arise out of, relate to, or are connected with, the Executive's services to, or employment by Employer; provided, however, that this release shall not apply to any of the continuing obligations of Executive under the Employment Agreement, or under any agreements, plans, contracts, documents or programs described or referenced in the Employment Agreement; and provided, further, that this release shall not apply to any rights Employer may have to obtain contribution or indemnity against Executive pursuant to contract or otherwise.

2. The Executive expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 states as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Releasees, the Executive expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims that the Executive does not know or suspect to exist in the

Executive's favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims.

3. The Executive understands that he has been given a period of twenty-one (21) days to review and consider this General Release before signing it pursuant to the Age Discrimination In Employment Act of 1967, as amended. The Executive further understands that he may use as much of this 21–day period as the Executive wishes prior to signing.

4. The Executive acknowledges and represents that he understands that he may revoke the release set forth in paragraph 1, including, the waiver of his rights under the Age Discrimination in Employment Act of 1967, as amended, effectuated in this Agreement within seven (7) days of signing this Agreement. Revocation can be made by delivering a written notice of revocation to Executive Vice President & General Counsel, CBS Corporation, 51 West 52nd Street, New York, New York 10019. For this revocation to be effective, written notice must be received by the General Counsel no later than the close of business on the seventh day after the Executive signs this Agreement. If the Executive revokes the release set forth in paragraph 1, Employer shall have no obligations to the Executive under paragraph [10(d)] [12] of the Employment Agreement.

5. The Executive and Employer respectively represent and acknowledge that in executing this Agreement neither of them is relying upon, and has not relied upon, any representation or statement not set forth herein made by any of the agents, representatives or attorneys of the Releasees with regard to the subject matter, basis or effect of this Agreement or otherwise.

6. This Agreement shall not in any way be construed as an admission by any of the Releasees that any Releasee has acted wrongfully or that the Executive has any rights whatsoever against any of the Releasees except as specifically set forth herein, and each of the Releasees specifically disclaims any liability to any party for any wrongful acts.

7. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under law. Should there be any conflict between any provision hereof and any present or future law, such law shall prevail, but the provisions affected thereby shall be curtailed and limited only to the extent necessary to bring them within the requirements of law, and the remaining provisions of this Agreement shall remain in full force and effect and be fully valid and enforceable.

8. The Executive represents and agrees (a) that the Executive has to the extent he desires discussed all aspects of this Agreement with his attorney, (b) that the Executive has carefully read and fully understands all of the provisions of this Agreement, and (c) that the Executive is voluntarily entering into this Agreement.

9. This General Release shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts of laws principles thereof or to those of any other jurisdiction which, in either case, could cause the application of the laws of any jurisdiction other than the State of New York. This General Release is binding on the successors and assigns of, and sets forth the entire agreement between, the parties hereto; fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof; and may not be changed except by explicit written agreement to that effect subscribed by the parties hereto.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

This General Release is executed by the Executive and Employer as of the _____ day of _____, 20___.

_____

Leslie Moonves

CBS CORPORATION

By: _____

Title:

Exhibit 10(p)

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

CBS CORPORATION

Mr. Leslie Moonves
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Mr. Moonves:

December 11, 2014

This letter agreement amends and restates the letter agreement between you (hereinafter referred to as the "Executive") and CBS Corporation (hereinafter referred to as "CBS" or "Employer") dated May 2, 2012, including Schedule A thereto, and serves to supplement certain provisions of Executive's employment agreement with CBS dated December 11, 2014 (as such agreement may be amended from time to time, the "Employment Agreement"). Capitalized terms used in this letter agreement without definition have the meanings assigned to them in the Employment Agreement.

Following the end of the Original Employment Term or, if earlier, upon termination of Executive's employment without Cause or with Good Reason, paragraph 12(a) of the Employment Agreement provides that Executive's employment with CBS will automatically continue, unless Executive notifies CBS in writing to the contrary, as an Advisor for up to an additional five years. Although a minimum level of advisory services is required during the Advisor Period, Executive is not required to provide services as a Producer unless and until Executive provides CBS with the Producer Notice referenced in paragraph 12(c) of the Employment Agreement.

Subject to Executive providing the Producer Notice, the terms set forth on Exhibit A attached hereto shall, effective as of the date on which the Advisor Period commences (the "Commencement Date"), constitute the material terms of a binding production agreement between Executive and CBS if the parties do not reach an agreement on the terms of a binding, long-form production agreement within sixty (60) days following the Commencement Date, as set forth in paragraph 12(c) of the Employment Agreement.

To acknowledge your agreement to the foregoing, please sign, date and return this letter to me.

Very truly yours,

CBS CORPORATION

By: /s/ Anthony G. Ambrosio
Anthony G. Ambrosio
Senior Executive Vice President,
Chief Administrative Officer and
Chief Human Resources Officer

Accepted and Agreed:

/s/ Leslie Moonves
Leslie Moonves

Dated: 12/11/2014

EXHIBIT A

Short-Form Production Agreement

A. GENERAL PRODUCTION COMPANY TERMS:

1. Term: Four years guaranteed, starting from the Commencement Date. During the 60-day period ending on the second anniversary of the Commencement Date, Executive shall have the option to notify Employer in writing that the Term shall be extended for an additional two-year period beyond the initial four-year term.

2. Overhead: Employer to reimburse up to $4,000,000 per year for reasonably approved actual, direct, out of pocket expenses for Executive's film, television and digital media overhead for each year of the Term, with 5% annual cumulative increases. Executive will make a one-time election whether or not offices will be on or off the lot. Employer's obligation to provide Executive with an office and personal secretary under paragraph 12(e) of the Employment Agreement will be Employer's exclusive obligation to fund an office and personal secretary for Executive (*i.e.*, the overhead provided under this Section A.2 will not be used to reimburse expenses for additional office space or secretarial support for Executive's use).

3. Discretionary Development Fund: Up to $1,500,000 per year of the Term to develop film, television and digital media properties. Deals must be made within customary Employer parameters. Single project cap of $375,000 in television, $75,000 in digital media, and $375,000 in film.

B. TELEVISION PRODUCTION:

1. Guarantee: $4,000,000 for each year of the Term, recoupable against all executive producing fees earned during the Term.

2. Exclusivity: During the Term, the services of Executive as an executive producer shall be exclusive to Employer in all forms of television development and production, except as set forth in this paragraph. Notwithstanding the foregoing, if Employer will not enter into a license agreement with a cable or satellite television network on a project initiated by Executive, then subject to case-by-case basis approval, Executive will have the right to render non-interfering services on such project for a third party, provided however, that Executive will provide for Employer to be included with a standard passive deal if a project Employer has invested in goes forward without Employer.

3. Pilot and Series Services: Non-exclusive but meaningful and continuing executive producing services is required in connection with development and production of pilots, series and other television programming. Executive shall be locked for the life

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

of each production as the executive producer. Executive shall engage a full-time TV executive (charged against overhead) for additional oversight of each production.

4. Series Fixed Compensation:

a. Scripted Pilots and Series: (i) One hour: $[***]; and (ii) Half Hour: $[***]. Series fees subject to 5% cumulative annual increases in subsequent production years. Fees intended for US broadcast network primetime series. A reduction of the executive producer fees shall be negotiated in good faith (consistent with then-customary parameters for top-of-market non-writing Executive Producer deals for such other outlets) for projects other than US broadcast network primetime.

b. Alternative Pilots and Series: [***]% of approved budget with a cap of $[***] for network, reduced by all other Executive Producers (EPs) to $[***], and $[***] for cable, reduced by all other EPs to $[***]. Series fees subject to 5% cumulative annual increases in subsequent production years.

c. Other Productions: Fees to be negotiated in good faith.

5. Contingent Compensation:

a. Defined Receipts (DR): (i) Scripted Programs: [***]% of DR reduced on a dollar for dollar basis by contingent compensation payable to third parties to a hard floor of [***]% of DR. (ii) Alternative Programs: [***]% of DR reduced on a dollar for dollar basis by all contingent compensation payable to third parties to a hard floor of [***]% of DR.

Agency package commissions will be off the top. Executive to have approval over all third party participations, which shall not be unreasonably withheld.

b. Vesting: 1/3 on completion of actual services for pilot or first episode; 1/3 on completion of actual services for first season EP services and 1/3 upon completion of actual services for second season EP services.

c. Definition: DR definition will be no less favorable than any DR definition of Employer for a term deal entered into or in effect during the three years preceding the commencement of the Term. Notwithstanding the foregoing, the definition will have distribution fees no higher than [***]%, an overhead fee of no higher than [***]%; a home video royalty of no less than [***]% with [***] distribution fee on the royalty; and any other digital revenue will be treated consistent with the then current top level definition at Employer.

d. Product Integration: On alternative programming, [***]% of product integration revenues will be included in Gross Receipts.

e. Merchandising: will be accounted for in a manner consistent with the treatment and contractual language afforded to the top level deal offered by Employer to any other producer.

f. Soundtrack: will be accounted for in a manner consistent with the treatment and contractual language afforded to the top level deal offered by Employer to any other producer.

6. Third Party Penalties: Any series penalties paid by a third party network for a project developed by Executive hereunder will be paid as follows: a) 100% to Employer until recoupment of all third party direct development costs relating to the project and b) the balance 50% to Executive and 50% to Employer.

7. Credits:

a. Executive Producer: Executive and up to two additional persons in his company to receive an executive producer credit in the same on screen location as other executive producer credits, all subject to studio and network standard approvals.

b. Production Credit: Separate and single logo card credit in the end titles, which may be still or moving, subject to then current policies.

8. Consultation/Controls: Mutual creative controls. Consultation on all key business and distribution matters to the extent practicable.

9. Production Offices: In addition to the overhead provisions, one office, parking and assistant at the production offices for the applicable program.

10. Derivative Works: Customary first class provisions with respect to Executive's first opportunity or passive participation in derivative productions based on the original television program, subject to Studio's then-current top level provisions.

C. DIGITAL MEDIA:

During the Term, Employer shall have a first look at all concepts, properties or business plans owned and controlled by Executive intended for digital media/internet. In the event Employer accepts a digital media project or business plan submitted by Executive, then the parties shall negotiate the terms of the agreement (which may be a work for hire, co-production or equity investment, as Executive shall determine) in good faith for a period of 30 days. If the parties are unable to reach an agreement within said 30-day period, Employer will submit in writing the final financial terms that Employer is willing to accept. If Executive is not willing to accept such financial terms, Executive may set up the project with a third party, provided that Executive shall not enter into an agreement on financial terms that are equal to or less favorable

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

than the final offer by Employer, without first giving Employer an opportunity to match.

D. NETWORK COMMITMENTS:

1. First Look: Employer to have first look at all Executive/CBS Studios television projects. Executive must submit a minimum of three projects per season for the series commitment.

2. Commitment: Employer shall order a minimum number of series from Executive during the Term equal to the number of years in the Term (*i.e.*, a minimum of 4 series, unless the option described in Section A.1 is exercised, in which case the minimum increases to 6 series), provided that Employer is not required to order at least one series per year of the Term. A series commitment may be fulfilled by an order of no less than [***] episodes of a new series, inclusive of pilot. If less than [***] episodes are produced, the penalty set forth in Section D.3 below will be reduced by the executive producer fee paid (or credited) for the number of episodes actually produced. Each series order will be subject to the then current imputed license fee structure and shall be on the most favorable terms / license fees / structure of any other deals between CBS Studios and its profit participants during the Term.

3. Penalty: If Executive has fulfilled the submission requirement, for each series commitment not ordered to production by Employer during the Term, Executive shall receive a payment of $[***], payable upon expiration of the Term. The penalty payment shall not be a recoupable cost against any project set up with a third party or against any project produced by Executive hereunder.

E. FILM PRODUCTION:

1. First Look: During the Term, Employer or CBS Films shall have a first look at all properties owned and controlled by Executive and intended to be produced as a theatrical motion picture. In the event Executive renders producing services for a third party in connection with a motion picture which commences production during the Term, Executive shall require the third party to pay Employer the sum of $300,000 as overhead reimbursement.

2. Services: Nonexclusive but meaningful and continuous producer services are required during development, pre-production and continuing through completion of principal photography; thereafter, such services will be non-exclusive (but without material interference) through delivery of the picture. Executive shall engage a full time film executive (charged against overhead) for additional oversight of each production.

3. Fixed Producing Fee. $[***] (which will be applicable against any FDAGR (defined below))

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

4. Contingent Compensation:

a. [***]% of the "Adjusted Accountable Receipts" (*i.e.*, subject to Section E.5 below, "Gross Receipts" remaining after deduction of "Third Party Distribution/Servicing Fees", "Distribution Costs", "Negative Cost" and any third-party contingent compensation payable prior to their being Adjusted Accountable Receipts, including box office and awards bonuses) until CBE [***]% (defined below);

b. Escalating to [***]% of "Adjusted Gross Receipts" at CBE [***]% (*i.e.*, subject to Section E.5 below, the point at which "Standard Net Proceeds" are first payable applying a [***]% distribution fee (unless an actual distribution fee is charged by any unaffiliated sub-distributor in any particular territory with respect to the Gross Receipts derived by such sub-distributor in such territory, in which case such distribution fee shall be included for purposes of such calculation));

c. Escalating to [***]% of Adjusted Gross Receipts at CBE [***]% (*i.e.*, subject to Section E.5 below, the point at which Standard Net Proceeds are first payable applying a [***]% distribution fee (unless an actual distribution fee is charged by any unaffiliated sub-distributor in any particular territory with respect to the Gross Receipts derived by such sub-distributor in such territory, in which case such distribution fee shall be included for purposes of such calculation));

d. Escalating to [***]% of Adjusted Gross Receipts at CBE [***]% (*i.e.*, subject to Section E.5 below, the point at which Standard Net Proceeds are first payable applying a [***]% distribution fee (unless an actual distribution fee is charged by any unaffiliated sub-distributor in any particular territory with respect to the Gross Receipts derived by such sub-distributor in such territory, in which case such distribution fee shall be included for purposes of such calculation));

e. Escalating to [***]% of Adjusted Gross Receipts after IABE, reduced by an amount equal to the aggregate of all third party contingent compensation (howsoever characterized) payable in connection with the picture from and after IABE until Executive's percentage is reduced to an amount equal to [***]% of Adjusted Gross receipts from and after IABE; provided, however, that the dollar amount of Executive's percentage of Adjusted Gross Receipts shall never be less than an amount equal to [***]% of Adjusted Accountable Receipts.

If CBS Films elects, in its sole discretion, to pay a first-dollar Adjusted Gross Receipts participation to any other person (other than a financier and/or distributor) engaged to render services in connection with the picture, then, in lieu of the Contingent Compensation set forth above, Executive will be entitled to receive [***]% of first-dollar Adjusted Gross Receipts until CBE [***]%; escalating to [***]% of Adjusted Gross Receipts at CBE [***]%; escalating to [***]% of Adjusted Gross Receipts at CBE [***]%; escalating to [***]% of Adjusted Gross Receipts at CBE [***]%; and escalating to [***]% of Adjusted

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

Gross Receipts after IABE, reduced by an amount equal to the aggregate of all third party contingent compensation (howsoever characterized) payable in connection with the picture from and after IABE until Executive's percentage is reduced to an amount equal to [***]% of Adjusted Gross Receipts from and after IABE (collectively, the "FDAGR"). For the avoidance of doubt, any FDAGR payment to Executive is subject to deduction of an amount equal to the Fixed Producing Fee. The FDAGR is subject to automatic reduction (on a pro-rata basis with other FDAGR participants) to stay inside an all-inclusive cap of [***]% of FDAGR, and there will be an over-budget penalty equal to [***]% of all such over-budget amounts deducted from [***]% of the FDAGR participation otherwise payable until such time as the over-budget amount is recouped by CBS Films. Executive will be entitled to "recapture" such over-budget withheld amount out of an additional participation equal to [***]% of Adjusted Gross Receipts after CBE [***]%.

The percentages of Adjusted Accountable Receipts and Adjusted Gross Receipts above are consistent with CBS Films' current general policy/practice for converting an "A+ producer" first-dollar gross receipts back-end precedent. If such general conversion policy/practice changes at CBS Films, then the parties shall discuss in good faith any adjustment to the above-referenced percentages of Adjusted Accountable Receipts and Adjusted Gross Receipts (any such agreed adjustments will apply prospectively – *i.e.*, to subsequently "greenlit" films).

5. Definition: The definition of "Adjusted Accountable Receipts," Adjusted Gross Receipts," "Standard Net Proceeds," "CBE," "IABE," "Gross Receipts," "Third Party Distribution/Servicing Fees," "Distribution Costs," and "Negative Cost," as well as the over-budget penalty provision set forth in Section E.4 above, shall be no less favorable to Executive than any definition accorded to third party producers, writers, directors or actors by CBS Films in the 3 years preceding the commencement of the Term. In calculating Adjusted Accountable Receipts, the video royalty shall be [***]%; and all VOD, SVOD; AVOD; FVOD; EST and other similar digital streaming shall be included in gross receipts at [***]% of revenues. In calculating Adjusted Gross Receipts after each CBE break-point, the video royalty will be [***]% (provided that the applicable CBE break-point will be calculated using a [***]% royalty); and all VOD, SVOD; AVOD; FVOD; EST and other similar digital streaming will be included in gross receipts at [***]% of revenues (provided that the applicable CBE break-point will be calculated using a [***]% royalty). In calculating any FDAGR, the video royalty will be [***]% (as well as for purposes of calculating the applicable CBE break-point); and all VOD, SVOD; AVOD; FVOD; EST and other similar digital streaming will be included in gross receipts at [***]% of revenues (as well as for purposes of calculating the applicable CBE break-point). The overhead fee to CBS Films shall be no greater than [***]% and capped at no more than $[***] and the Ad Overhead fee shall be no greater than [***]% and capped at no more than $[***].

Portions of this document have been redacted pursuant to a Request for Confidential Treatment filed with the Securities and Exchange Commission pursuant to Rule 24b-2 under the Securities Exchange Act of 1934, as amended. Redacted portions are indicated with the notation "[***]".

6. Ancillary Rights:

a. Music Publishing: [***]% of net publishing receipts payable as a separate pot. Net publishing receipts will be defined as gross receipts less a [***]% administrative fee, direct costs (including payments to third parties), third party participations and third party collection fees.

b. Soundtrack: Separate royalty of [***]% of net soundtrack receipts. Net soundtrack receipts will be defined as gross receipts received by CBS Films less a [***]% administration fee, direct costs (including payments to third parties), soundtrack royalties payable to all recording artists, record producers and music supervisors, third party participations and third party collection fees. Executive's soundtrack royalty will be computed and defined in the same manner as between CBS Films and the record company.

c. Merchandising: [***]% of net merchandising receipts payable as a separate pot. Net merchandising receipts will be defined as gross receipts received by CBS Films less a [***]% administration fee, direct costs (including payments to third parties), third party participations and third party collection fees.

No sums received by CBS Films in connection with the exploitation of music publishing, soundtrack recordings or merchandising will be included in the Gross Receipts of the picture for purposes of computing Executive's Contingent Compensation above in Section E.4.

7. Credits:

a. Producer Credit: Individual producer credit (may be shared only with star/director/financier/distributor baggage), on a separate card (even if any individual producer credit is accorded to baggage), on prints and in paid ads issued by or under CBS Films' direct control, in each case, in first position. Executive can also designate 1 executive producer credit and 1 co-producer credit.

b. Production Credit: On screen (at the beginning of the picture), on a separate card and in paid ads issued by or under CBS Films' direct control above or before the regular (*i.e.*, not artwork) title, in each case, in first position.

c. Logo Credit:

i. Animated logo credit on screen in the main titles (at the beginning of the picture if CBS Films' animated logo credit is there, and otherwise at the end of the picture; the order of all animated logos shall be determined by CBS Films (*i.e.*, it may appear after the logo(s) of any financiers and/or distributors, but it must precede the logo of any other non-financing or non-distributing production company entity). Notwithstanding the foregoing, with respect to non-U.S. versions of the picture, if the addition of Executive's animated logo

causes there to be more than three (3) animated logos (inclusive of CBS Films' and any other financiers' and/or distributors' logos, but not counting logos to other production companies) on the picture, then CBS Films shall have the right (to be exercised in good faith and consistent with CBS Films' customary practices for "A+ producers") to remove Executive's animated logo and replace it with a static logo following the end titles of the picture. CBS Films is not obligated to accord Executive an animated logo in any trailers, advertising "spots" or other publicity or promotional materials, but must appear if any third party logo appears (*i.e.*, other than CBS Films' logo).

ii. Executive will be accorded a "bug" logo in the billing block of paid ads where CBS Films' bug logo also appears.

iii. Executive's animated logo will be the same length (or shorter at Executive's election) as the CBS Films' animated logo and Executive's "bug" logo will be the same size as CBS Films' "bug" logo.

8. Executive Cut. Subject to customary conditions and picture specifications, Executive will be entitled to one (1) cut and one (1) preview after the last contractual cut of the director (unless the director has "final cut"), provided that, at CBS Films' election, Executive's preview will be a "friends-and-family" preview, rather than a "public" preview (CBS Films will make such election following a discussion between Executive and the CEO of CBS Films about Executive's cut).

9. Approvals: Mutual approval (with CBS Films having the tie-breaker at all times) with respect to selection of screenwriter(s), the director, the final screenplay, production budget, production and post-production schedules, key locations, music, principal cast members, line producer, key crew (*i.e.*, film editor, director of photography, production designer, composer, costume designer and casting director) and other key creative matters. Executive will have consultation on the initial theatrical advertising campaign and release pattern of the Picture (i) in the U.S. and (ii) in any major foreign territory, solely to the extent CBS Films has an approval or consultation right with respect thereto (if CBS Films only has a consultation right in a major foreign territory, such right will be shared with Executive; and if CBS Films has neither an approval nor consultation right in a major foreign territory, then it will ask the applicable sub-distributor to provide Executive the aforementioned consultation right, provided that CBS Films does not guarantee any such consultation right), but CBS Films' decision shall be final and binding at all times.

10. Progress to Production/Turnaround and Derivative Works. No less favorable terms than those accorded to any other producer or director by CBS Films.

In the event Employer terminates the Producer Period under circumstances described in paragraph 12(i)(iii) of the Employment Agreement, Executive shall be entitled to receive his overhead reimbursement, television guaranteed compensation and network penalty

payments for the duration of the Term of this production agreement, subject to the existing provisions of paragraphs 12(j) and (k).

Exhibit 10(r)

CBS
CORPORATION
51 West 52nd Street
New York, NY 10019

Anthony G. Ambrosio
c/o CBS Corporation
51 W. 52nd Street
New York, NY 10019

Dear Tony:

February 6, 2015

Reference is made to your employment agreement with CBS Corporation ("*CBS*"), dated as of June 7, 2013 (the "*Agreement*"). All defined terms used without definitions shall have the meanings provided in the Agreement. This letter, when fully executed below, shall amend the Agreement as follows:

1. Paragraph 7(f)(iii) of the Agreement shall be amended to revise clause (B) in its entirety to read as follows:

"(B) if CBS terminates your employment beyond the eighteen (18) month period following the Expiration Date as an 'at will' employee without Cause (as that term is defined in paragraph 7(a)(i)), then, except as set forth in paragraph 7(k)(v) of the Agreement, you shall become eligible to receive severance under the then current CBS severance policy applicable to executives at your level, subject to the terms of such severance policy (including your execution of a release in favor of CBS pursuant to such policy to the extent required)."

2. Paragraph 7(k)(ii) of the Agreement shall be amended to revise the introductory paragraph in its entirety to read as follows:

"(ii) Termination Payments. In the event that (*x*) CBS terminates your employment without Cause (as defined in paragraph 7(a)(i)), whether during or after the Term; (*y*) you resign your employment with Good Reason (as defined in paragraph 7(c)(i)), whether during or after the Term; or (*z*) your employment ceases under circumstances described in paragraph 7(f)(ii) or 7(f)(iii), in each case during the twenty-four (24) month period following the date of a Corporate Event, you shall thereafter receive, less applicable withholding taxes, the Accrued Obligations, payable within thirty (30) days following your termination date, and subject to your compliance with paragraph 7(j) hereunder, the following payments and benefits:"

3. Paragraph 7(k)(ii)(E)(III) of the Agreement shall be amended to replace the proviso with the following:

"provided, however, that with respect to any RSU and other equity awards

that remain subject to performance-based vesting conditions on your termination date, in the event and limited to the extent that compliance with the performance-based compensation exception is required in order to ensure the deductibility of any such RSU or other equity award under Code Section 162(m), such award shall vest if and to the extent the Committee certifies that the performance goal relating to such award has been met, or, if later, the Release Effective Date, and shall be settled within ten (10) business days thereafter; provided, further, that with respect to any RSU and other equity awards that remain subject to performance-based vesting conditions on your termination date, in the event and to the extent that compliance with the performance-based compensation exception under Code Section 162(m) is not required in order to ensure the deductibility of any award, such award shall immediately vest (with an assumption that the performance goal was achieved at target level, if and to the extent applicable) on the Release Effective Date and be settled within ten (10) business days thereafter."

4. Paragraph 7(k)(v) of the Agreement shall be amended to delete the phrase "If a Corporate Event occurs during the Term, the" and to replace it with the word "The".

5. Paragraph 18 of the Agreement shall be renumbered as paragraph 19, and a new paragraph 18 shall be inserted to read as follows:

"18. Limitation on Payments.

(a) In the event that the payments and benefits provided for in this Agreement or other payments and benefits payable or provided to you (i) constitute 'parachute payments' within the meaning of Section 280G of the Code and (ii) but for this paragraph 18, would be subject to the excise tax imposed by Section 4999 of the Code, then your payments and benefits under this Agreement or other payments or benefits (the '*280G Amounts*') will be either:

(i) delivered in full; or

(ii) delivered as to such lesser extent that would result in no portion of the 280G Amounts being subject to the excise tax under Section 4999 of the Code;

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by you on an after-tax basis of the greatest amount of 280G Amounts, notwithstanding that all or some portion of the 280G Amounts may be taxable under Section 4999 of the Code.

(b) In the event that a reduction of 280G Amounts is made in accordance with this paragraph 18, the reduction will occur, with respect to

the 280G Amounts considered parachute payments within the meaning of Section 280G of the Code, in the following order:

(i) reduction of the accelerated vesting of any stock options for which the exercise price exceeds the then current fair market value;

(ii) reduction of cash payments in reverse chronological order (*i.e.*, the cash payment owed on the latest date following the occurrence of the event triggering the excise tax will be the first cash payment to be reduced);

(iii) cancellation of equity awards other than those described in clause (i) above that were granted 'contingent on a change in ownership or control' within the meaning of Code Section 280G, in the reverse order of date of grant of the awards (*i.e.*, the most recently granted equity awards will be cancelled first);

(iv) reduction of the accelerated vesting of equity awards other than those described in clause (i) above in the reverse order of date of grant of the awards (*i.e.*, the vesting of the most recently granted equity awards will be cancelled first); and

(v) reduction of employee benefits in reverse chronological order (*i.e.*, the benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first benefit to be reduced).

In no event will you have any discretion with respect to the ordering of payment reductions.

(c) Unless you and CBS otherwise agree in writing, any determination required under this paragraph 18 will be made in writing by a nationally recognized accounting or valuation firm (the '***Firm***') selected by CBS, whose determination will be conclusive and binding upon you and CBS for all purposes. For purposes of making the calculations required by this paragraph 18, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. CBS and you will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this paragraph 18. CBS will bear all costs for payment of the Firm's services in connection with any calculations contemplated by this paragraph 18."

6. This letter may be executed in one or more counterparts, including by facsimile, and all of the counterparts shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

7. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

[signature page to follow]

If the foregoing correctly sets forth our understanding, please sign, date, and return this letter to the undersigned for execution on behalf of CBS; after this letter has been executed by CBS and a fully-executed copy returned to you, it shall constitute a binding amendment to the Agreement.

Very truly yours,

CBS CORPORATION

By: /s/ Leslie Moonves
Leslie Moonves
President and Chief Executive Officer

ACCEPTED AND AGREED:

/s/ Anthony G. Ambrosio
Anthony G. Ambrosio

Dated: 2/6/2015

CBS
CORPORATION
51 West 52nd Street
New York, NY 10019

Mr. Lawrence Tu
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Larry:

as of November 11, 2013

CBS Corporation ("*CBS*"), having an address at 51 West 52nd Street, New York, New York 10019, agrees to employ you and you agree to accept such employment upon the following terms and conditions:

1. Term. The term of your employment under this Agreement shall commence on January 1, 2014 (the "*Effective Date*") and, unless earlier terminated under this Agreement, shall expire at midnight on the fourth anniversary thereafter (the "*Expiration Date*"). The period from the Effective Date through the Expiration Date is referred to herein as the "*Term*" notwithstanding any earlier termination of your employment for any reason.

2. Duties. You will serve as the Senior Executive Vice President and Chief Legal Officer, CBS Corporation and you agree to perform all duties reasonable and consistent with that office as the President and Chief Executive Officer of CBS (the "*CEO*") may assign to you from time to time. In such position, you will be directly responsible for all legal affairs of CBS. Your principal place of employment will be CBS's executive offices in the Los Angeles metropolitan area; provided, however, that you will be required to render services in the New York metropolitan area and elsewhere upon request for business reasons.

3. Base Compensation.

(a) Salary. For all the services rendered by you in any capacity under this Agreement, CBS agrees to pay you base salary ("*Salary*") at the rate of One Million Two Hundred Thousand Dollars ($1,200,000) per annum, less applicable deductions and withholding taxes, in accordance with CBS's payroll practices as they may exist from time to time. During the Term of this Agreement, your Salary may be increased, and such increase, if any, shall be made at a time, and in an amount, that CBS shall determine in its discretion.

(b) Bonus Compensation. You also shall be eligible to receive annual bonus compensation ("*Bonus*") during your employment with CBS under this Agreement, determined and payable as follows:

(i) Your Bonus for each calendar year during your employment with CBS under this Agreement will be determined in accordance with the guidelines of the CBS short-term incentive program (the "*STIP*"), as such guidelines may be amended from time to time without notice in the discretion of CBS.

(ii) Your target bonus ("*Target Bonus*") for each calendar year during your employment with CBS under this Agreement shall be 200% of your Salary in effect on November 1st of such calendar year or the last day of your employment, if earlier.

(iii) Your Bonus for any calendar year shall be payable, less applicable deductions and withholding taxes, between January 1st and March 15th of the following calendar year.

(iv) If, prior to the last day of a calendar year, your employment with CBS terminates, CBS may, in its discretion, choose to pay you a prorated Bonus, in which case such prorated Bonus will be determined in accordance with the guidelines of the STIP and payable in accordance with paragraph 3(b)(iii); provided, that you will receive a Bonus for the calendar year in which the employment Term ends, such Bonus to be determined based on actual performance and consistent with senior executive officers who remain employed with CBS, and then prorated based on the number of calendar days of such year elapsed through the date on which the Term ends (the "*Pro-Rata Bonus*"), payable, less any applicable deductions and withholding taxes, between January 1st and March 15th of the following calendar year.

(c) Long-Term Incentive Compensation.

(i) Beginning in calendar year 2014, you shall be eligible to receive annual grants of long-term incentive compensation under the CBS Corporation 2009 Long-Term Incentive Plan (or any successor plan thereto) (the "*LTIP*"), as may be amended from time to time without notice in the discretion of CBS. You shall have a target long-term incentive value equal to Three Million Five Hundred Thousand Dollars ($3,500,000). The precise amount, form (including equity and equity-based awards, which for purposes of this Agreement are collectively referred to as "equity awards") and timing of any such long-term incentive award, if any, shall be determined in the discretion of the Compensation Committee of the CBS Board of Directors (the "*Committee*").

(ii) In order to help offset the loss of substantial compensation that you will forfeit by leaving your prior employer and accepting employment with CBS, you will receive the following:

(A) A cash payment of Two Million Dollars ($2,000,000) in a single lump sum, paid to you with the first regular payroll after the Effective Date (the "*Initial Cash Payment*"). If, within two years after the Effective Date, you voluntarily terminate employment with CBS for a reason other than Good Reason, Disability, Permanent Disability or death, or CBS terminates your employment for Cause, you agree to repay to CBS a pro-rata portion of the Initial Cash Payment based on

the remaining number of calendar days from your date of termination and the two year anniversary of the Effective Date.

(B) On the Effective Date of this Agreement (the "***Initial RSU Grant Date***"), you shall automatically receive an award of RSUs subject only to time-based vesting conditions ("***TRSUs***") under the LTIP (the "***Initial TRSUs***"). The Initial TRSUs shall have a grant date value equal to One Million Six Hundred Thousand Dollars ($1,600,000) (the "***Initial TRSU Grant Value***"). The number of Initial TRSUs (rounded down to a whole unit for any fractional unit) shall be determined by dividing the Initial TRSU Grant Value by the closing price of one share of Class B Common Stock on the Initial TRSU Grant Date or if the Initial TRSU Grant Date is not a trading day, the closing price of one share of Class B Common Stock on the last trading daypreceeding the Initial TRSU Grant Date). Each Initial TRSU shall correspond to one share of Class B Common Stock. The Initial TRSUs shall vest in two equal installments on each of the first and second anniversaries of the Initial TRSU Grant Date, provided that you are employed on each such vesting date and subject to acceleration and all other applicable provisions of the Agreement. The Initial TRSUs shall be payable in shares of Class B Common Stock and shall accrue dividend equivalents in accordance with the LTIP.

4. Benefits. You shall participate in all CBS vacation, medical, dental, life insurance, long-term disability insurance, retirement, long-term incentive and other benefit plans and programs applicable generally to other senior executives of CBS and its subsidiaries as CBS may have or establish from time to time and in which you would be eligible to participate under the terms of the plans, as may be amended from time to time, which eligibility and terms shall be at least as favorable as provided to other similarly situated senior executives of CBS. This provision shall not be construed to either require CBS to establish any welfare, compensation or long-term incentive plans, or to prevent the modification or termination of any plan once established, and no action or inaction with respect to any plan shall affect this Agreement.

5. Business Expenses. During your employment under this Agreement, CBS shall reimburse you for such reasonable travel and other expenses incurred in the performance of your duties as are customarily reimbursed to CBS executives at comparable levels. Such travel and other expenses shall be reimbursed by CBS as soon as practicable in accordance with CBS's established guidelines, as may be amended from time to time, but in no event later than December 31st of the calendar year following the calendar year in which you incur the related expenses.

6. Non-Competition, Confidential Information, Etc.

(a) Non-Competition. You agree that your employment with CBS is on an exclusive basis and that while you are employed by CBS or any of its subsidiaries, you will not engage in any other business activity which is in conflict with your duties and obligations (including your commitment of time) under this Agreement. You further agree that, during the Non-Compete Period (as defined below), you shall not directly or indirectly engage in or participate in (or negotiate or sign any agreement to engage in or participate in), whether as an owner, partner, stockholder, officer, employee, director, agent of or consultant for, any business which at such time is competitive with any business of CBS, or any of its subsidiaries, without the written consent of CBS; provided, however, that this provision shall not prevent you from investing as less than a one (1%) percent stockholder in the securities of any company listed on a national securities exchange or quoted on an automated quotation system. The Non-Compete Period shall cover the period during your employment with CBS and shall continue following the termination of your employment for any reason, other than the expiration of the Term, for the greater of: (i) twelve (12) months; or (ii) for so long as any payment s are due to you pursuant to paragraph 7(b) or 7(c) or 7(j) of this Agreement, unless you request and CBS accepts a written request pursuant to paragraph 6(j) of this Agreement, if any.

(b) Confidential Information. You agree that, during the Term and at any time thereafter, (i) you shall not use for any purpose other than the duly authorized business of CBS, or disclose to any third party, any information relating to CBS, or any of CBS's affiliated companies which is non-public, confidential or proprietary to CBS or any of CBS's affiliated companies ("***Confidential Information***"), including any trade secret or any written (including in any electronic form) or oral communication incorporating Confidential Information in any way (except as may be required by law or in the performance of your duties under this Agreement consistent with CBS's policies); and (ii) you will comply with any and all confidentiality obligations of CBS to a third party, whether arising under a written agreement or otherwise. Information shall not be deemed Confidential Information which (*x*) is or becomes generally available to the public other than as a result of a disclosure by you or at your direction or by any other person who directly or indirectly receives such information from you, or (*y*) is or becomes available to you on a non-confidential basis from a source that you reasonably believe is entitled to disclose it to you. For purposes of this paragraph 6(b), the term "third party" shall be defined to mean any person other than CBS and its subsidiaries or any of their respective directors and senior officers.

(c) No Solicitation, Etc. You agree that, while employed by CBS and for the greater of twelve (12) months thereafter or for so long as payments are due to you pursuant to paragraph 7(b) or 7(c) or 7(j) of this Agreement, you shall not, directly or indirectly:

(i) employ or solicit the employment of any person who is then or has been within twelve (12) months prior thereto, an employee of CBS or any of CBS's affiliated companies; or

(ii) do any act or thing to cause, bring about, or induce any interference with, disturbance to, or interruption of any of the then-existing relationships (whether or not such relationships have been reduced to formal contracts) of CBS or any of CBS's affiliated companies with any customer, employee, consultant or supplier.

(d) CBS Ownership. The results and proceeds of your services under this Agreement, including, without limitation, any works of authorship resulting from your services during your employment with CBS and/or any of CBS's affiliated companies and any works in progress resulting from such services, shall be works-made-for-hire and CBS shall be deemed the sole owner throughout the universe of any and all rights of every nature in such works, whether such rights are now known or hereafter defined or discovered, with the right to use the works in perpetuity in any manner CBS determines, in its discretion, without any further payment to you. If, for any reason, any of such results and proceeds are not legally deemed a work-made-for-hire and/or there are any rights in such results and proceeds which do not accrue to CBS under the preceding sentence, then you hereby irrevocably assign and agree to assign any and all of your right, title and interest thereto, including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of every nature in the work, whether now known or hereafter defined or discovered, and CBS shall have the right to use the work in perpetuity throughout the universe in any manner CBS determines, in its discretion, without any further payment to you. You shall, as may be requested by CBS from time to time, do any and all things which CBS may deem useful or desirable to establish or document CBS's rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright, trademark and/or patent applications, assignments or similar documents and, if you are unavailable or unwilling to execute such documents, you hereby irrevocably designate the Senior Vice President, Corporate Secretary, CBS Corporation or his designee as your attorney-in-fact with the power to execute such documents on your behalf. To the extent you have any rights in the results and proceeds of your services under this Agreement that cannot be assigned as described above, you unconditionally and irrevocably waive the enforcement of such rights. This paragraph 6(d) is subject to, and does not limit, restrict, or constitute a waiver by CBS of any ownership rights to which CBS may be entitled by operation of law by virtue of being your employer.

(e) Litigation.

(i) You agree that during the Term and for twelve (12) months thereafter or, if later, during the pendency of any litigation or other proceeding, (x) you shall not communicate with anyone (other than your own attorneys and tax advisors), except to the extent

necessary in the performance of your duties under this Agreement, with respect to the facts or subject matter of any pending or potential litigation, or regulatory or administrative proceeding involving CBS, or any of CBS's affiliated companies, other than any litigation or other proceeding in which you are a party-in-opposition, without giving prior notice to CBS or its counsel; and (*y*) in the event that any other party attempts to obtain information or documents from you with respect to such matters, either through formal legal process such as a subpoena or by informal means such as interviews, you shall promptly notify CBS's counsel before providing any information or documents.

(ii) You agree to cooperate with CBS and its attorneys, both during and after the termination of your employment, in connection with any litigation or other proceeding arising out of or relating to matters in which you were involved or had knowledge of prior to the termination of your employment. Your cooperation shall include, without limitation, providing assistance to CBS's counsel, experts or consultants, providing truthful testimony in pretrial and trial or hearing proceedings and any travel related to your attendance at such proceedings. In the event that your cooperation is requested after the termination of your employment, CBS will (*x*) seek to minimize interruptions to your schedule to the extent consistent with its interests in the matter; and (*y*) reimburse you for all reasonable and appropriate out-of-pocket expenses actually incurred by you in connection with such cooperation upon reasonable substantiation of such expenses, provided, however, to the extent that such cooperation is sought more than eighteen (18) months after the conclusion of the Term, you and CBS shall mutually determine in good faith appropriate and reasonable compensation for such cooperation taking into account any responsibilities you may have for a future employer. Reimbursement shall be made within 60 calendar days following the date on which CBS receives appropriate documentation with respect to such expenses, but in no event shall payment be made later than December 31 of the calendar year following the calendar year in which you incur the related expenses.

(iii). You agree that during the Term and at any time thereafter, to the fullest extent permitted by law, you will not testify voluntarily in any lawsuit or other proceeding which directly or indirectly involves CBS, or any of CBS's affiliated companies, or which may create the impression that such testimony is endorsed or approved by CBS, or any of CBS's affiliated companies, without advance notice (including the general nature of the testimony) to and, if such testimony is without subpoena or other compulsory legal process, the approval of CEO while you are serving as the Senior Executive Vice President and Chief Legal Officer, CBS Corporation and the General Counsel of CBS, thereafter.

(f) No Right to Give Interviews or Write Books, Articles, Etc. During the Term, except as authorized by CBS, you shall not (i) give any interviews or speeches, or (ii) prepare or assist any person or entity in the preparation of any books, articles, television or motion picture productions or other creations, in either case, concerning CBS, or any of CBS's

affiliated companies or any of their respective officers, directors, agents, employees, suppliers or customers.

(g) Return of Property. All documents, data, recordings, or other property, whether tangible or intangible, including all information stored in electronic form, obtained or prepared by or for you and utilized by you in the course of your employment with CBS shall remain the exclusive property of CBS. In the event of the termination of your employment for any reason, CBS reserves the right, to the extent permitted by law and in addition to any other remedy CBS may have, to deduct from any monies otherwise payable to you the following: (i) all amounts you may owe to CBS, or any of CBS's subsidiaries at the time of or subsequent to the termination of your employment with CBS; and (ii) the value of the CBS property which you retain in your possession after the termination of your employment with CBS. In the event that the law of any state or other jurisdiction requires the consent of an employee for such deductions, this Agreement shall serve as such consent. Notwithstanding anything in this Section 6(g) to the contrary, CBS will not exercise such right to deduct from any monies otherwise payable to you that constitute "deferred compensation" within the meaning of Internal Revenue Code Section 409A ("***Code Section 409A***").

(h) Non-Disparagement. You agree that, during the Term and for a period of one (1) year thereafter, you shall not, in any communications with the press or other media or any customer, client or supplier of CBS or any of CBS's affiliated companies, criticize, ridicule or make any statement which disparages or is derogatory of CBS or any of CBS's affiliated companies, or any of their respective directors or senior officers. However, the preceding requirement will not apply to (i) any statements that you make in addressing any statements made by CBS, its officers and/or its directors regarding you or your performance as an employee of the Company so long as your statements are, in your good faith judgment, truthful and in response to the statements by CBS and/or its officers and directors, and (ii) truthful testimony that you give in any legal, regulatory or similar proceeding. CBS, in its official statements and also on behalf of its officers and directors, agrees that, during the Term and for a period of one (1) year thereafter, CBS and its officers and directors shall not, in any communications with the press or other media or any customer, client or supplier of CBS or any of CBS's affiliated companies, criticize, ridicule or make any statement which disparages or is derogatory of you.

(i) Injunctive Relief. CBS has entered into this Agreement in order to obtain the benefit of your unique skills, talent, and experience. You acknowledge and agree that any violation of paragraphs 6(a) through (h) of this Agreement will result in irreparable damage to CBS and, accordingly, CBS may obtain injunctive and other equitable relief for any breach or threatened breach of such paragraphs, in addition to any other remedies available to CBS.

(j) Survival; Modification of Terms. Your obligations under paragraphs 6(a) through (i) shall remain in full force and effect for the entire period provided therein

notwithstanding the termination of your employment under this Agreement for any reason or the expiration of the Term; provided, however, that your obligations under paragraph 6(a) (but not under any other provision of this Agreement) shall cease if: *(x)* CBS terminates your employment without Cause or you resign with Good Reason; *(y)* you provide CBS a written notice indicating your desire to waive your right to receive, or to continue to receive, termination payments and benefits under paragraphs 7(b)(ii)(A) through (D), paragraphs 7(c)(ii)(A) through (D) or paragraphs 7(j)(ii)(A), (B), (C), (D) and (F), as applicable; and *(z)* CBS notifies you that it has, in its discretion, accepted your request. You and CBS agree that the restrictions and remedies contained in paragraphs 6(a) through (i) are reasonable and that it is your intention and the intention of CBS that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If a court of competent jurisdiction shall find that any such restriction or remedy is unenforceable but would be enforceable if some part were deleted or the period or area of application reduced, then such restriction or remedy shall apply with the modification necessary to make it enforceable. You acknowledge that CBS conducts its business operations around the world and has invested considerable time and effort to develop the international brand and goodwill associated with the "CBS" name. To that end, you further acknowledge that the obligations set forth in this paragraph 6 are by necessity international in scope and necessary to protect the international operations and goodwill of CBS and its affiliated companies.

7. Termination of Employment.

(a) Termination for Cause.

(i) CBS may, at its option, terminate your employment under this Agreement for Cause at any time during the Term. For purposes of this Agreement, "*Cause*" shall mean: (A) embezzlement, fraud or other conduct that is intended to result in your substantial personal enrichment and which constitutes a felony or a misdemeanor involving fraud or perjury; (B) willful unauthorized disclosure of Confidential Information that has had or is reasonably likely to have a material negative effect on CBS; (C) your failure to obey a material lawful and reasonable directive that is appropriate to your position from an executive(s) in your reporting line; (D) a material failure by you to comply with the material written policies of CBS, including the CBS Business Conduct Statement or successor conduct statement as they apply from time to time (but only to the extent such policies or requirements also apply to all other similarly situated CBS executives); (E) your material breach of this Agreement (including any representations herein); (F) during the Term, your terminating your employment without Good Reason other than due to your death or Disability; (G) your continued failure (except in the event of your Disability) or refusal to substantially perform your material obligations under this Agreement; (H) willful failure to materially cooperate with a bona fide internal investigation or investigation by regulatory or law enforcement authorities or the destruction or failure to preserve documents or other material reasonably likely to be relevant to such an investigation, or the inducement of others to fail to cooperate or to destroy or fail to produce documents or other

material; or (I) conduct which is considered an offense involving moral turpitude under federal, state or local laws, and which reasonably could be expected to (1) bring you to public disrepute, scandal or ridicule or reflect unfavorably upon any of CBS's businesses or those who conduct business with CBS and its affiliated entities, and (2) have a material negative effect on CBS.

Prior to terminating your employment for Cause, CBS will give you written notice of termination regarding any alleged act, failure or breach in reasonable detail and, except in the case of clause (A), (B) or (F) or any other conduct, failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, the conduct required to cure. Except for conduct described in clause (A), (B) or (F) or any other conduct, failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, you shall have ten (10) business days from the giving of such notice within which to cure any conduct, failure, breach or refusal under clause (C), (D), (E), (G), (H) or (I) of this paragraph 7(a)(i); provided, however, that if irreparable injury from a delay of ten (10) business days is reasonably likely to occur, CBS may give you notice of such shorter period within which to cure as is reasonable under the circumstances.

(ii) In the event that your employment terminates under paragraph 7(a)(i) during the Term, CBS shall have no further obligations under this Agreement, including, without limitation, any obligation to pay Salary or Bonus or provide benefits, except to the extent required by applicable law.

(b) Termination without Cause.

(i) CBS may terminate your employment under this Agreement without Cause at any time during the Term by providing written notice of termination to you.

(ii) In the event that your employment terminates under paragraph 7(b)(i) during the Term hereof, you shall thereafter receive, less applicable withholding taxes, (x) any unpaid Salary through and including the date of termination, any unpaid Bonus earned for the calendar year prior to the calendar year in which you are terminated, any business expense reimbursements incurred but not yet approved and/or paid and such other amounts as are required to be paid or provided by law (the "***Accrued Obligations***"), payable within thirty (30) days following your termination date, and (y) subject to your compliance with paragraph 7(i) hereunder, the following payments and benefits:

(A) Salary: a severance amount equal to eighteen (18) months of your then current base Salary described in paragraph 3(a), payable in accordance with CBS's then effective payroll practices (your "***Regular Payroll Amount***") as follows:

(I) beginning on the regular payroll date ("***Regular Payroll Dates***") next following your termination date, you will receive your Regular Payroll

Amount on the Regular Payroll Dates that occur on or before March 15th of the calendar year following the calendar year in which your employment terminates;

(II) beginning with the first Regular Payroll Date after March 15th of the calendar year following the calendar year in which your employment terminates, you will receive your Regular Payroll Amount, if any remains due, until you have received an amount equal to the maximum amount permitted to be paid pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii)(A) (*i.e.*, the lesser of (*x*) two times your "annualized compensation" within the meaning of Code Section 409A or (*y*) two times the limit under Section 401(a)(17) of the Internal Revenue Code (the "*Code*") for the calendar year in which your termination occurs, which is $510,000 for 2013); provided, however, that in no event shall payment be made to you pursuant to this paragraph 7(b)(ii)(A)(II) later than December 31st of the second calendar year following your termination of employment; and

(III) the balance of your Regular Payroll Amount, if any remains due, will be paid to you by payment of your Regular Payroll Amount on your Regular Payroll Dates beginning with the regular payroll date that follows the date of the last payment pursuant to paragraph 7(b)(ii)(A)(II);

provided, however, that to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination and any portion of your Regular Payroll Amount that would be paid to you during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall be paid to you in a lump sum on the earlier of (*x*) the first business day of the seventh calendar month following the calendar month in which your termination of employment occurs or (*y*) your death (the applicable date, the "***Permissible Payment Date***") rather than as described in paragraph 7(b)(ii)(A)(I), (II) or (III), as applicable, and any remaining Salary, if any, shall be paid to you or your estate, as applicable, by payment of your Regular Payroll Amount on your Regular Payroll Dates commencing with the Regular Payroll Date that follows the Permissible Payment Date. Each payment pursuant to this paragraph 7(b)(ii)(A) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A.

(B) Bonus: an additional severance amount equal to 1.5 times your "***Severance Bonus***". For purposes of this Agreement, "Severance Bonus" is defined as your Target Bonus in effect on the date of your termination of employment, ignoring any reduction in your Target Bonus prior to such date that constituted Good Reason. The additional severance amount described above shall be determined and paid as follows:

(I) an amount equal to your Severance Bonus, prorated for the number of calendar days remaining in the calendar year in which your employment terminates, and payable between January 1st and March 15th of the calendar year following the

calendar year in which your employment terminates; provided, however, that to the extent (*x*) you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination, (*y*) your date of termination pursuant to paragraph 7(b)(i) occurs after June 30th of the calendar year, and (*z*) the prorated bonus described in this paragraph 7(b)(ii)(B)(I) is determined to constitute "deferred compensation" within the meaning of Code Section 409A, then such prorated bonus shall not be paid to you until the earlier of (a) the first business day of the seventh calendar month following the calendar month in which your termination of employment occurs or (b) your death. Each payment pursuant to this paragraph 7(b)(ii)(B) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A;

(II) an amount equal to your Severance Bonus, and payable between January 1st and March 15th of the second calendar year following the calendar year in which your employment terminates; provided, however, that if the 18th month anniversary of the date of your termination of employment (the "***18th Month Anniversary***") occurs in the calendar year following the calendar year in which your employment terminates, then the Severance Bonus shall be prorated for the number of calendar days in the calendar year following the calendar year in which your employment terminates that occur on or before the 18th Month Anniversary; and

(III) if the 18th Month Anniversary occurs in the second calendar year following the calendar year in which your employment terminates, an amount equal to your Severance Bonus, prorated for the number of calendar days in the second calendar year following the calendar year in which your employment terminates that occur on or before the 18th Month Anniversary, and payable between January 1st and March 15th of the third calendar year following the calendar year in which your employment terminates.

(C) Health Benefits: medical and dental insurance coverage for you and your eligible dependents at no cost to you (except as hereafter described) pursuant to the CBS benefit plans in which you participated in at the time of your termination of employment (or, if different, other benefit plans generally available to senior level executives) for a period of eighteen (18) months following the termination date, or if earlier, the date on which you become eligible for medical or dental coverage as the case may be from a third party, which period of coverage shall be considered to run concurrently with the COBRA continuation period; provided that during the period that CBS provides you with this coverage, the cost of such coverage will be treated as taxable income to you and CBS may withhold taxes from your compensation for this purpose; provided, further, that you may elect to continue your medical and dental insurance coverage under COBRA at your own expense for the balance, if any, of the period required by law; provided, further that to the extent CBS is unable to continue such benefits because of underwriting on the plan term or if such continuation would violate Code Section 105(h), CBS

shall provide you with economically equivalent benefits determined on an after-tax basis (to the extent such benefit was non-taxable).

(D) Life Insurance: life insurance coverage until the end of the Term under CBS's policy in effect on the date of termination in the amount then furnished to CBS employees at no cost (the amount of which coverage will be reduced by the amount of life insurance coverage furnished to you at no cost by a third party employer); provided, however that to the extent CBS is unable to continue such benefits because of underwriting on the plan term, CBS shall provide you with economically equivalent benefits determined on an after-tax basis (to the extent such benefit was non-taxable).

(E) Equity: the following with respect to awards granted to you under the LTIP (or any predecessor plan to the LTIP):

(I) All stock option awards (or portions thereof) that have not vested and become exercisable on the date of such termination, but which would otherwise vest on or before the end of an eighteen (18) month period thereafter, shall accelerate and vest immediately on the Release Effective Date, and will continue to be exercisable until the greater of eighteen (18) months following the termination date or the period provided in accordance with the terms of the grant; provided, however, that in no event shall the exercise period extend beyond their expiration date.

(II) All stock options awards (or portions thereof) that have previously vested and become exercisable by the date of such termination shall remain exercisable until the greater of eighteen (18) months following the termination date or the period provided in accordance with the terms of the grant; provided, however, that in no event shall the exercise period extend beyond their expiration date.

(III) All restricted share unit ("*RSU*") awards and other equity awards (or portions thereof), excluding the Initial TRSUs, that would otherwise vest on or before the end of an eighteen (18) month period following the termination date (the "*Accelerated Share Awards*") shall accelerate and vest immediately on the Release Effective Date and be settled within ten (10) business days thereafter; provided, however, that with respect to Accelerated Share Awards that remain subject to performance-based vesting conditions on your termination date, in the event and limited to the extent that compliance with the performance-based compensation exception is required in order to ensure the deductibility of any such Accelerated Share Award under Internal Revenue Code Section 162(m) ("*Code Section 162(m)*"), such Accelerated Share Award shall vest if and to the extent that, after the end of the applicable performance period, the Committee certifies that a level of the performance goal relating to such Accelerated Share Award has been met (and without the application of any negative discretion by the Committee that does not also apply to substantially all other senior executives of CBS), or, if later, the Release Effective Date, and shall be settled within ten (10)

business days thereafter; provided, further, that with respect to Accelerated Share Awards that remain subject to performance-based vesting conditions on your termination date, in the event and to the extent that compliance with the performance-based compensation exception under Code Section 162(m) is not required in order to ensure the deductibility of any such Accelerated Share Award, such Accelerated Share Award shall immediately vest (with an assumption that the performance goal(s) were achieved at target level, if and to the extent applicable) on the Release Effective Date and be settled within ten (10) business days thereafter;

(IV) All Initial TRSUs (or portions thereof) shall accelerate and vest immediately on the Release Effective Date and be settled within ten (10) business days thereafter.

Notwithstanding the foregoing, to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination and any portion of your Accelerated Share Awards that would otherwise be settled during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall instead be settled on the Permissible Payment Date.

(iii) You shall be required to mitigate the amount of any payment provided for in paragraph 7(b)(ii) in the event you secure other employment and the amount of such payments shall be reduced by any compensation earned by you from any source, including, without limitation, salary, sign-on or annual bonus compensation, consulting fees, and commission payments, provided that mitigation shall not be required, and no reduction for other compensation shall be made, for earnings for services provided during the first twelve (12) months after the termination of your employment, and provided further that mitigation shall apply only for employment in a position that is substantially similar (or superior) in all material aspects as compared to your position at CBS. You agree to advise CBS immediately and in writing of any employment for which you are receiving such payments and to provide documentation as requested by CBS with respect to such employment. The payments provided for in paragraph 7(b)(ii) are in lieu of any other severance or income continuation or protection under any CBS plan, program or agreement that may now or hereafter exist (unless the terms of such plan, program or agreement expressly state that the payments and benefits payable thereunder are intended to be in addition to the type of payments and benefits described in paragraph 7(b)(ii) of this Agreement).

(c) Resignation with Good Reason.

(i) You may resign your employment under this Agreement with Good Reason at any time during the Term by written notice of termination to CBS given no more than thirty (30) days after the occurrence of the event constituting Good Reason. Such notice shall state an effective resignation date that is not earlier than thirty (30) business days and

not later than sixty (60) days after the date it is given to CBS, provided that CBS may set an earlier effective date for your resignation at any time after receipt of your notice. For purposes of this Agreement (and any other agreement that expressly incorporates the definition of Good Reason hereunder), "***Good Reason***" shall mean the occurrence of any of the following without your consent (other than in connection with the termination or suspension of your employment or duties for Cause or in connection with physical and mental incapacity): (A) a material reduction in (1) your position, titles, offices, reporting relationships, authorities, duties or responsibilities from those in effect immediately prior to such reduction, including any such reduction effected through any arrangement involving the sharing of your position, titles, offices, reporting relationships, authorities, duties or responsibilities, or any such reduction which would remove positions, titles, offices, reporting relationships, authorities, duties or responsibilities which are customarily given to an executive of a public company comparable to CBS or (2) your base Salary or target compensation in effect immediately prior to such reduction, including your annual Target Bonus or long term incentive targets (for the avoidance of doubt, a material reduction shall include and be deemed to have occurred with respect to clause (A)(1) above if either (x) you cease to be the most senior executive responsible for the legal affairs of CBS (provided that if CBS has an ultimate parent company that is a public company, instead you are not the most senior executive responsible for legal affairs of the ultimate public parent company) or (y) neither CBS nor its ultimate parent company (if any) is a public company); (B) the assignment to you of duties or responsibilities that are materially inconsistent with your position, titles, offices or reporting relationships as they existed on the Effective Date or that materially impair your ability to function as Senior Executive Vice President and Chief Legal Officer of CBS; (C) the material breach by CBS of any of its obligations under this Agreement; or (D) the requirement that you relocate outside of the metropolitan area in which you currently are employed (as described in paragraph 2 of this Agreement) to any metropolitan area other than New York. CBS shall have thirty (30) days from the receipt of your notice within which to cure and, in the event of such cure, your notice shall be of no further force or effect. If no cure is effected, your resignation will be effective as of the date specified in your written notice to CBS or such earlier effective date set by CBS following receipt of your notice.

(ii) In the event that your employment terminates under paragraph 7(c)(i) during the Term, you shall thereafter receive, less applicable withholding taxes, (*x*) the Accrued Obligations, payable within thirty (30) days following your termination date, and (*y*), subject to your compliance with paragraph 7(i) hereunder, the following payments and benefits:

(A) Salary: a severance amount equal to eighteen (18) months of your Regular Payroll Amount, payable as follows:

(I) beginning on the Regular Payroll Date following your termination date, you will receive your Regular Payroll Amount on the Regular Payroll

Dates that occur on or before March 15th of the calendar year following the calendar year in which your employment terminates;

(II) beginning with the first Regular Payroll Date after March 15th of the calendar year following the calendar year in which your employment terminates, you will receive your Regular Payroll Amount, if any remains due, until you have received an amount equal to the maximum amount permitted to be paid pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii)(A) (*i.e.*, the lesser of (*x*) two times your "annualized compensation" within the meaning of Code Section 409A or (*y*) two times the limit under Code Section 401(a)(17) for the calendar year in which your termination occurs, which is $510,000 for 2013); provided, however, that in no event shall payment be made to you pursuant to this paragraph 7(c)(ii)(A)(II) later than December 31st of the second calendar year following your termination of employment; and

(III) the balance of your Regular Payroll Amount, if any remains due, will be paid to you by payment of your Regular Payroll Amount on your Regular Payroll Dates beginning with the regular payroll date that follows the date of the last payment pursuant to paragraph 7(c)(ii)(A)(II);

provided, however, that to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination and any portion of your Regular Payroll Amount that would be paid to you during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall be paid to on the Permissible Payment Date rather than as described in paragraph 7(c)(ii)(A)(I), (II) or (III), as applicable, and any remaining Salary, if any, shall be paid to you or your estate, as applicable, by payment of your Regular Payroll Amount on your Regular Payroll Dates commencing with the Regular Payroll Date that follows the Permissible Payment Date. Each payment pursuant to this paragraph 7(c)(ii)(A) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A.

(B) Bonus: an additional severance amount equal to 1.5 times your Severance Bonus, determined and paid as follows:

(I) an amount equal to your Severance Bonus, prorated for the number of calendar days remaining in the calendar year in which your employment terminates, and payable between January 1st and March 15th of the calendar year following the calendar year in which your employment terminates; provided, however, that to the extent (*x*) you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination, (*y*) your date of termination pursuant to paragraph 7(c)(i) occurs after June 30th of the calendar year, and (*z*) the prorated bonus described in this paragraph 7(c)(ii)(B)(I) is determined to constitute "deferred

compensation" within the meaning of Code Section 409A, then such prorated bonus shall not be paid to you until the earlier of (a) the first business day of the seventh calendar month following the calendar month in which your termination of employment occurs or (b) your death. Each payment pursuant to this paragraph 7(c)(ii)(B) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A;

(II) an amount equal to your Severance Bonus, and payable between January 1st and March 15th of the second calendar year following the calendar year in which your employment terminates; provided, however, that if the 18th Month Anniversary occurs in the calendar year following the calendar year in which your employment terminates, then the Severance Bonus shall be prorated for the number of calendar days in the calendar year following the calendar year in which your employment terminates that occur on or before the 18th Month Anniversary; and

(III) if the 18th Month Anniversary occurs in the second calendar year following the calendar year in which your employment terminates, an amount equal to your Severance Bonus, prorated for the number of calendar days in the second calendar year following the calendar year in which your employment terminates that occur on or before the 18th Month Anniversary, and payable between January 1st and March 15th of the third calendar year following the calendar year in which your employment terminates.

(C) Health Benefits: medical and dental insurance coverage for you and your eligible dependents at no cost to you (except as hereafter described) pursuant to the CBS benefit plans in which you participated in at the time of your termination of employment (or, if different, other benefit plans generally available to senior level executives) for a period of eighteen (18) months following the termination date, or if earlier, the date on which you become eligible for medical or dental coverage as the case may be from a third party, which period of coverage shall be considered to run concurrently with the COBRA continuation period; provided that during the period that CBS provides you with this coverage, the cost of such coverage will be treated as taxable income to you and CBS may withhold taxes from your compensation for this purpose; provided, further, that you may elect to continue your medical and dental insurance coverage under COBRA at your own expense for the balance, if any, of the period required by law; provided, further that to the extent CBS is unable to continue such benefits because of underwriting on the plan term or if such continuation would violate Code Section 105(h), CBS shall provide you with economically equivalent benefits determined on an after-tax basis (to the extent such benefit was non-taxable).

(D) Life Insurance: life insurance coverage until the end of the Term under CBS's policy in effect on the date of termination in the amount then furnished to CBS employees at no cost (the amount of which coverage will be reduced by the amount of life insurance coverage furnished to you at no cost by a third party employer); provided, however

that to the extent CBS is unable to continue such benefits because of underwriting on the plan term, CBS shall provide you with economically equivalent benefits determined on an after-tax basis (to the extent such benefit was non-taxable).

(E) Equity: the following with respect to awards granted to you under the LTIP (or any predecessor plan to the LTIP):

(I) All stock option awards (or portions thereof) that have not vested and become exercisable on the date of such termination, but which would otherwise vest on or before the end of an eighteen (18) month period thereafter, shall accelerate and vest immediately on the Release Effective Date, and will continue to be exercisable until the greater of eighteen (18) months following the termination date or the period provided in accordance with the terms of the grant; provided, however, that in no event shall the exercise period extend beyond their expiration date.

(II) All stock options awards (or portions thereof) that have previously vested and become exercisable by the date of such termination shall remain exercisable until the greater of eighteen (18) months following the termination date or the period provided in accordance with the terms of the grant; provided, however, that in no event shall the exercise period extend beyond their expiration date.

(III) All restricted share unit ("*RSU*") awards and other equity awards (or portions thereof), excluding the Initial TRSUs, that would otherwise vest on or before the end of an eighteen (18) month period following the termination date (the "*Accelerated Share Awards*") shall accelerate and vest immediately on the Release Effective Date and be settled within ten (10) business days thereafter; provided, however, that with respect to Accelerated Share Awards that remain subject to performance-based vesting conditions on your termination date, in the event and limited to the extent that compliance with the performance-based compensation exception is required in order to ensure the deductibility of any such Accelerated Share Award under Internal Revenue Code Section 162(m) ("*Code Section 162(m)*"), such Accelerated Share Award shall vest if and to the extent that, after the end of the applicable performance period, the Committee certifies that a level of the performance goal relating to such Accelerated Share Award has been met (and without the application of any negative discretion by the Committee that does not also apply to substantially all other senior executives of CBS), or, if later, the Release Effective Date, and shall be settled within ten (10) business days thereafter; provided, further, that with respect to Accelerated Share Awards that remain subject to performance-based vesting conditions on your termination date, in the event and to the extent that compliance with the performance-based compensation exception under Code Section 162(m) is not required in order to ensure the deductibility of any such Accelerated Share Award, such Accelerated Share Award shall immediately vest (with an assumption that the

performance goal(s) were achieved at target level, if and to the extent applicable) on the Release Effective Date and be settled within ten (10) business days thereafter.

(IV) All Initial TRSUs (or portions thereof) shall accelerate and vest immediately on the Release Effective Date and be settled within ten (10) business days thereafter.

Notwithstanding the foregoing, to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination and any portion of your Accelerated Share Awards that would otherwise be settled during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall instead be settled on the Permissible Payment Date.

(iii) You shall be required to mitigate the amount of any payment provided for in paragraph 7(c)(ii) in the event you secure other employment and the amount of such payments shall be reduced by any compensation earned by you from any source, including, without limitation, salary, sign-on or annual bonus compensation, consulting fees, and commission payments, provided that mitigation shall not be required, and no reduction for other compensation shall be made, for earnings for services provided during the first twelve (12) months after the termination of your employment, and provided further that mitigation shall apply only for employment in a position that is substantially similar (or superior) in all material aspects as compared to your position at CBS. You agree to advise CBS immediately and in writing of any employment for which you are receiving such payments and to provide documentation as requested by CBS with respect to such employment. The payments provided for in paragraph 7(c)(ii) are in lieu of any other severance or income continuation or protection under any CBS plan, program or agreement that may now or hereafter exist (unless the terms of such plan, program or agreement expressly state that the payments and benefits payable thereunder are intended to be in addition to the type of payments and benefits described in paragraph 7(c)(ii) of this Agreement).

(d) Death.

(i) Your employment with CBS shall terminate automatically upon your death.

(ii) In the event of your death prior to the end of the Term while you are actively employed, your beneficiary or estate shall receive (*x*) the Accrued Obligations, payable, less applicable withholding taxes, within 30 days following your date of death; and (*y*) bonus compensation for the calendar year in which your death occurs, determined in accordance with the STIP (*i.e.*, based upon CBS's achievement of its goals and CBS's good faith estimate of your achievement of your personal goals) and prorated for the portion of the calendar year

through and including your date of death, payable, less applicable withholding taxes, between January 1st and March 15th of the following calendar year. In addition, (A) all awards of stock options and stock appreciation rights that have not vested and become exercisable on the date of such termination shall accelerate and vest immediately, and shall continue to be exercisable by your beneficiary or estate until the greater of two years following your date of death or the period provided in accordance with the terms of the grant, provided that in no event shall the exercise period of such awards extend beyond their expiration date; (B) all awards of stock options and stock appreciation rights that have previously vested and become exercisable by the date of your death shall remain exercisable by your beneficiary or estate until the greater of two years following your date of death or the period provided in accordance with the terms of the grant, provided that in no event shall the exercise period of such awards extend beyond their expiration date; (C) all awards of RSUs and other equity awards that remain subject only to time-based vesting conditions on the date of your death shall immediately vest and be settled within ten (10) business days thereafter; and (D) all awards of RSUs and other equity awards that remain subject to performance-based vesting conditions on the date of your death shall vest if and to the extent the Committee certifies that a level of the performance goal(s) relating to such RSU or other equity award has been met following the end of the applicable performance period, and shall be settled within ten (10) business days thereafter.

(iii) In the event of your death after the termination of your employment (which termination occurred during the Term) under circumstances described in paragraph 7(b)(i) or 7(c)(i), but prior to payment of any amounts or benefits described in paragraphs 7(b)(ii)(A), (B), (C) and (E) or paragraphs 7(c)(ii)(A), (B), (C) and (E), as applicable, that you would have received had you continued to live, all such amounts and benefits shall be paid, less applicable deductions and withholding taxes, to your beneficiary (or, if no beneficiary has been designated, to your estate) in accordance with the applicable payment schedule set forth in paragraphs 7(b)(ii)(A), (B), (C) and (E) or paragraphs 7(c)(ii)(A), (B) and (E), as applicable.

(e) Disability.

(i) If, while employed during the Term, you become "disabled" within the meaning of such term under CBS's Short-Term Disability ("*STD*") program (such condition is referred to as a "***Disability***" or being "***Disabled***"), you will be considered to have experienced a termination of employment with CBS and its subsidiaries as of the date you first become eligible to receive benefits under CBS's Long-Term Disability ("*LTD*") program or, if you do not become eligible to receive benefits under CBS's LTD program, you have not returned to work by the six (6) month anniversary of your Disability onset date.

(ii) Except as provided in this paragraph 7(e)(ii), if you become Disabled while employed during the Term, you will exclusively receive compensation under the STD program in accordance with its terms and, thereafter, under the LTD program in accordance

with its terms, provided you are eligible to receive LTD program benefits. Notwithstanding the foregoing, if you have not returned to work by December 31st of a calendar year during the Term, you will receive bonus compensation for the calendar year(s) during the Term in which you receive compensation under the STD program, determined as follows:

(A) for the portion of the calendar year from January 1st until the date on which you first receive compensation under the STD program, bonus compensation shall be determined in accordance with the STIP (*i.e.*, based upon CBS's achievement of its goals and CBS's good faith estimate of your achievement of your personal goals) and prorated for such period; and

(B) for any subsequent portion of that calendar year and any portion of the following calendar year in which you receive compensation under the STD program, bonus compensation shall be in an amount equal to your Target Bonus and prorated for such period(s).

(iii) Bonus compensation under this paragraph 7(e)(ii) shall be paid, less applicable deductions and withholding taxes, between January 1st and March 15th of the calendar year following the calendar year to which such bonus compensation relates. You will not receive bonus compensation for any portion of the calendar year(s) during the Term while you receive benefits under the LTD program. For the periods that you receive compensation and benefits under the STD and LTD programs, such compensation and benefits and the bonus compensation provided under this paragraph 7(e)(ii) are in lieu of Salary and Bonus under paragraphs 3(a) and (b).

(iv) In addition, if your employment terminates due to your "Permanent Disability" (as defined in the LTIP or, if applicable, a predecessor plan to the LTIP), (i) all awards of stock options and stock appreciation rights that have not vested and become exercisable on your termination date shall accelerate and vest immediately, and shall continue to be exercisable until the greater of three years following the termination date or the period provided in accordance with the terms of the grant, provided that in no event shall the exercise period of such awards extend beyond their expiration date; (ii) all awards of stock options and stock appreciation rights that have previously vested and become exercisable by your termination date shall remain exercisable until the greater of three years following the termination date or the period provided in accordance with the terms of the grant, provided that in no event shall the exercise period of such awards extend beyond their expiration date; (iii) all awards of RSUs and other equity awards that remain subject only to time-based vesting conditions on your termination date shall immediately vest and be settled within ten (10) business days thereafter; and (iv) all awards of RSUs and other equity awards that remain subject to performance-based vesting conditions on your termination date shall vest if and to the extent the Committee certifies that a level of the performance goal(s) relating to such RSU or other equity award has been met

following the end of the applicable performance period, and shall be settled within ten (10) business days thereafter. Notwithstanding the foregoing, if you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination due to Permanent Disability and any portion of your RSUs or other equity awards that would otherwise be settled during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall instead be settled on the Permissible Payment Date.

(f) Renewal Notice / Non-Renewal. CBS shall notify you six (6) months prior to the expiration of the Term in writing if it intends to continue your employment beyond the expiration of the Term. If you are notified that CBS does intend to continue your employment, then you agree that you shall negotiate exclusively with CBS for the first 90 days following such notification. Nothing contained herein shall obligate CBS to provide an increase to your compensation hereunder upon such renewal. If you remain employed on the date that is the last day of the Term, but have not entered into a new contractual relationship with CBS (or any of CBS's subsidiaries), and CBS advises on or before the last day of the Term that it does not wish to continue your employment on an "at will" basis beyond expiration of the Term, your employment shall automatically terminate on the day next following the last day of the Term, and, except as set forth in paragraph 7(j)(v) of this Agreement, you shall be eligible to receive severance under the then current CBS severance policy applicable to executives at your level, subject to the terms of such severance policy (including your execution of a release in favor of CBS pursuant to such policy to the extent required). If you remain in the employ of CBS beyond the end of the Term, but have not entered into a new contractual relationship with CBS (or any of CBS's subsidiaries), your continued employment shall be "at will" and on such terms and conditions as CBS may at the time establish, and either party, during such period, may terminate your employment at any time, provided that if CBS terminates your employment during such period without cause, then, except as set forth in paragraph 7(j)(v) of this Agreement, you shall become eligible to receive severance under the then current CBS severance policy applicable to executives at your level, subject to the terms of such severance policy (including your execution of a release in favor of CBS pursuant to such policy to the extent required).

(g) Resignation from Official Positions. If your employment with CBS terminates for any reason, you shall automatically be deemed to have resigned at that time from any and all officer or director positions that you may have held with CBS, or any of CBS's affiliated companies and all board seats or other positions in other entities you held on behalf of CBS, including any fiduciary positions (including as a trustee) you hold with respect to any employee benefit plans or trusts established by CBS. You agree that this Agreement shall serve as written notice of resignation in this circumstance. If, however, for any reason this paragraph 7(g) is deemed insufficient to effectuate such resignation, you agree to execute, upon the request of CBS or any of its affiliated companies, any documents or instruments which CBS may deem necessary or desirable to effectuate such resignation or resignations, and you hereby authorize

the Secretary and any Assistant Secretary of CBS or any of CBS's affiliated companies to execute any such documents or instruments as your attorney-in-fact.

(h) Termination of Benefits. Notwithstanding anything in this Agreement to the contrary (except as otherwise provided in paragraph 7(b)(ii)(C) or 7(c)(ii)(C), or 7(j)(ii)(C), as applicable, with respect to medical and dental benefits), participation in all CBS benefit plans and programs (including, without limitation, vacation accrual, all retirement and related excess plans and LTD) will terminate upon the termination of your employment except to the extent otherwise expressly provided in such plans or programs, and subject to any vested rights you may have under the terms of such plans or programs. The foregoing shall not apply to the LTIP and, after the termination of your employment, your rights under the LTIP shall be governed by the terms of the LTIP award agreements, certificates, the applicable LTIP plan(s) and this Agreement.

(i) Release; Compliance with Paragraph 6.

(i) Notwithstanding any provision in this Agreement to the contrary, prior to payment by CBS of any amount or provision of any benefit pursuant to paragraph 7(b)(ii), 7(c)(ii) or 7(j)(ii), as applicable, within sixty (60) days following your termination of employment, (*x*) you shall have executed and delivered to CBS a general release in a form satisfactory to CBS (but that does not impose any post-employment covenants or obligations on you other than as specifically provided in this Agreement) and (*y*) such general release shall have become effective and irrevocable in its entirety (such date, the "***Release Effective Date***"); provided, however, that if, at the time any cash severance payments are scheduled to be paid to you pursuant to paragraph 7(b)(ii), 7(c)(ii) or 7(j)(ii), as applicable, you have not executed a general release that has become effective and irrevocable in its entirety, then any such cash severance payments shall be held and accumulated without interest, and shall be paid to you on the first Regular Payroll Date following the Release Effective Date. Your failure or refusal to sign and deliver the release or your revocation of an executed and delivered release in accordance with applicable laws, whether intentionally or unintentionally, will result in the forfeiture of the payments and benefits under paragraph 7(b)(ii), 7(c)(ii) or 7(j)(ii), as applicable. Notwithstanding the foregoing, if the sixty (60) day period does not begin and end in the same calendar year, then the Release Effective Date shall occur no earlier than January 1st of the calendar year following the calendar year in which your termination occurs.

(ii) Notwithstanding any provision in this Agreement to the contrary, the payments and benefits described in paragraphs 7(b)(ii), 7(c)(ii) and 7(j)(ii), as applicable, shall immediately cease, and CBS shall have no further obligations to you with respect thereto, in the event that you materially breach any provision of paragraph 6 hereof.

(j) Payments in Connection with Certain Corporate Events.

(i) Definition. For purposes of this Agreement, a "***Corporate Event***" shall be deemed to occur upon the occurrence of any of the following events:

(A) consummation of a merger, consolidation or reorganization of CBS or any of its subsidiaries unless, immediately following such transaction, (I) all or substantially all the beneficial owners of CBS stock having general voting power immediately prior to such transaction directly or indirectly own more than fifty percent (50%) of the general voting power of the entity resulting from such transaction (the "***Combined Company***") in substantially the same proportions as their beneficial ownership of such CBS stock immediately prior to the transaction (excluding any general voting power of the Combined Company that such beneficial owners directly or indirectly received as a result of their beneficial ownership of the other entity involved in the transaction), (II) no person or group directly or indirectly beneficially owns stock representing more than twenty percent (20%) of the general voting power of the Combined Company and (III) a majority of the independent directors of the Combined Company and a majority of the directors of the Combined Company, in each case, consist of individuals who were Original Independent Directors (as defined in clause (D) below) immediately prior to such transaction; or

(B) consummation of the sale or disposition of all or substantially all of the assets of CBS; or

(C) at any time after the Effective Date, any "person" or "group" (within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") and the rules and regulations promulgated thereunder), directly or indirectly acquires or then beneficially owns (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) stock representing more than twenty percent (20%) of the general voting power of CBS at a time when the person who, on January 1, 2011, is the ultimate beneficial owner (within the meaning of Rule 13d-3(a)(1) under the Exchange Act) (the "***Ultimate Voting Beneficial Owner***") of a majority of the general voting power of CBS no longer is the Ultimate Voting Beneficial Owner of a majority thereof; or

(D) a majority of the independent directors of the CBS Board of Directors (the "***Board***") ceases to consist of Original Independent Directors. "***Original Independent Directors***" shall mean those individuals who, as of the Effective Date, constitute the independent directors of the Board and those successor independent directors who are elected or appointed to the Board, either by a vote of the Board or by action of the shareholders of CBS pursuant to a recommendation by the Board, as a result of the death, voluntary retirement or resignation of an Original Independent Director (or any successor thereto pursuant to this proviso), including a voluntary determination by such Original Independent Director (or such successor) not to stand for re-election.

(ii) Termination Payments. In the event that your employment terminates under circumstances described in paragraph 7(b)(i) or 7(c)(i) at any time during the twenty-four (24) month period following the date of a Corporate Event, provided that such Corporate Event occurs during the Term, you shall thereafter receive, less applicable withholding taxes, (*x*) the Accrued Obligations, payable within thirty (30) days following your termination date, and (*y*) subject to your compliance with paragraph 7(i) hereunder, the following payments and benefits:

(A) Pro-Rata Bonus: a Bonus for the calendar year in which your employment is terminated, such Bonus to be determined based on actual performance and consistent with senior executives who remain employed with CBS, and then prorated based on the number of calendar days of such year elapsed through the date your employment is terminated (the "*Pro-Rata Bonus*"), payable, less applicable deductions and withholding taxes, between January 1st and March 15th of the following calendar year;

(B) Enhanced Severance Amount: an amount equal to three (3) times the sum of (i) your Salary in effect at the time of your termination (or, if your Salary has been reduced in violation of this Agreement, your highest Salary during the Term) and (ii) the average of your actual annual Bonus awards for the three years immediately preceding the year in which your employment is terminated (the "*Enhanced Severance Amount*"). To the extent the Enhanced Severance Amount exceeds the sum of (*x*) the amount determined pursuant to paragraph 7(b)(ii)(A) or 7(c)(ii)(A), as applicable, and (*y*) the amount determined pursuant to paragraph 7(b)(ii)(B) or 7(c)(ii)(B), as applicable, such excess portion shall be paid in a lump sum within thirty (30) days following your termination date. The remaining portion of the Enhanced Severance Amount that is equal to the amount determined pursuant to paragraph 7(b)(ii)(A) or 7(c)(ii)(A), as applicable, shall be paid in accordance with the schedule described in paragraph 7(b)(ii)(A) or 7(c)(ii)(A), as applicable; and the remaining portion of the Enhanced Severance Amount that is equal to the amount determined pursuant to paragraph 7(b)(ii)(B) or 7(c)(ii)(B), as applicable, shall be paid in accordance with the schedule described in paragraph 7(b)(ii)(B) or 7(c)(ii)(B), as applicable; provided, however, that to the extent such remaining portions of the Enhanced Severance Amount do not constitute "deferred compensation" within the meaning of Code Section 409A, such portions shall also be paid in a lump sum within thirty (30) days following your termination date, with any remainder to be paid in accordance with the schedules described in paragraph 7(b)(ii)(A) and 7(b)(ii)(B) or paragraph 7(c)(ii)(A) and 7(c)(ii)(B), as applicable; provided, further, that if you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the time of your termination and any portion of the Enhanced Severance Amount that would be paid to you during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall be paid to you in a lump sum on the Permissible Payment Date rather than as described above, and any remaining Enhanced Severance Amount shall be paid to you or your estate, as applicable, in

accordance with the installment payment schedule set forth above on your Regular Payroll Dates commencing with the Regular Payroll Date that follows the Permissible Payment Date. Each payment pursuant to this paragraph 7(j)(ii)(B) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A;

(C) Health Benefits: medical and dental insurance coverage for you and your eligible dependents at no cost to you (except as hereafter described) pursuant to the CBS benefit plans in which you participated in at the time of your termination of employment (or, if different, other benefit plans generally available to senior level executives) for a period of thirty-six (36) months following the termination date, or if earlier, the date on which you become eligible for medical or dental coverage as the case may be from a third party, which period of coverage shall be considered to run concurrently with the COBRA continuation period; provided, that during the period that CBS provides you with this coverage, the cost of such coverage will be treated as taxable income to you and CBS may withhold taxes from your compensation for this purpose; provided, further, that you may elect to continue your medical and dental insurance coverage under COBRA at your own expense for the balance, if any, of the period required by law;

(D) Life Insurance: life insurance coverage for thirty-six (36) months under CBS's policy in effect on the date of termination in the amount then furnished to CBS employees at no cost (the amount of which coverage will be reduced by the amount of life insurance coverage furnished to you at no cost by a third party employer);

(E) Equity: the following with respect to awards granted to you under the LTIP (or any predecessor plan to the LTIP):

(I) All stock option awards (or portions thereof) that have not vested and become exercisable on the date of such termination shall accelerate and vest immediately on the Release Effective Date (as defined in paragraph 7(j) above), and will continue to be exercisable until their expiration date;

(II) All stock option awards (or portions thereof) that have previously vested and become exercisable by the date of such termination shall remain exercisable until their expiration date; and

(III) With respect to all awards of RSUs and other equity awards (or portions thereof) that have not vested on the date your employment is terminated, such awards shall accelerate and vest immediately on the Release Effective Date and be settled within ten (10) business days thereafter.

Notwithstanding the foregoing, to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at

the time of your termination and any portion of your RSU and other equity awards that would otherwise be settled during the six-month period following your termination of employment constitutes "deferred compensation" within the meaning of Code Section 409A, such portion shall instead be settled on the Permissible Payment Date; and

(F) Outplacement Services: CBS will make available to you, at its expense, executive level outplacement services with a leading national outplacement firm, with such outplacement services to be provided for a period of up to twelve (12) months following the date on which your employment is terminated. The outplacement program shall be designed and the outplacement firm selected by CBS. CBS will pay all expenses related to the provision of outplacement services directly to the outplacement firm by the end of the calendar year following the calendar year in which the outplacement services are provided.

(iii) No Mitigation. You shall not be required to mitigate the amount of any payment provided for in paragraph 7(j)(ii) by seeking other employment. The payments provided for in paragraph 7(j)(ii) are in lieu of any other severance or income continuation or protection in this Agreement or in any CBS plan, program or agreement that may now or hereafter exist, unless the terms of such plan, program or agreement expressly state that the payments and benefits payable thereunder are intended to be in addition to the type of payments and benefits described in paragraph 7(j)(ii) of this Agreement.

(iv) Death. If you die prior to payment of any amount or benefit described in paragraph 7(j)(ii)(A), (B), (C) or (E) that would have been paid to you had you continued to live, all such amounts and benefits shall be paid, less applicable deductions and withholding taxes, to your beneficiary (or, if no beneficiary has been designated, your estate) in accordance with the applicable payment schedule.

(v) Survival of Provisions. If a Corporate Event occurs during the Term, the provisions of this paragraph 7(j) (and any other provision in this Agreement which relates to or is necessary for the enforcement of the parties' rights under this paragraph 7(j)) shall survive the expiration of the Term of this Agreement. For avoidance of doubt, the provisions of paragraphs 6(a) and 6(c) shall apply so long as any payments are due to you pursuant to this paragraph 7(j), even if your termination date occurs following expiration of the Term of this Agreement.

8. No Acceptance of Payments. You represent that you have not accepted or given nor will you accept or give, directly or indirectly, any money, services or other valuable consideration from or to anyone other than CBS for the inclusion of any matter as part of any film, television program or other production produced, distributed and/or developed by CBS, or any of CBS's affiliated companies.

9. Equal Opportunity Employer; Employee Statement of Business Conduct. You recognize that CBS is an equal opportunity employer. You agree that you will comply with CBS policies regarding employment practices and with applicable federal, state and local laws prohibiting discrimination on the basis of race, color, sex, religion, national origin, citizenship, age, marital status, sexual orientation, disability or veteran status. In addition, you agree that you will comply with the CBS Business Conduct Statement.

10. Notices. All notices under this Agreement must be given in writing, by personal delivery or by registered mail, at the parties' respective addresses shown on this Agreement (or any other address designated in writing by either party), with a copy, in the case of CBS, to the attention of the Senior Vice President, Corporate Secretary, CBS Corporation. Any notice given by registered mail shall be deemed to have been given three days following such mailing.

11. Assignment. This is an Agreement for the performance of personal services by you and may not be assigned by you or CBS except that CBS may assign this Agreement to any majority-owned subsidiary of or any successor in interest to CBS.

12. California Law, Etc. **This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California, with respect to the determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance or breach of this Agreement.**

13. No Implied Contract. Nothing contained in this Agreement shall be construed to impose any obligation on CBS or you to renew this Agreement or any portion thereof. The parties intend to be bound only upon execution of a written agreement and no negotiation, exchange of draft or partial performance shall be deemed to imply an agreement. Neither the continuation of employment nor any other conduct shall be deemed to imply a continuing agreement upon the expiration of the Term.

14. Entire Understanding. This Agreement contains the entire understanding of the parties hereto relating to the subject matter contained in this Agreement, and can be changed only by a writing signed by both parties.

15. Void Provisions. If any provision of this Agreement, as applied to either party or to any circumstances, shall be found by a court of competent jurisdiction to be unenforceable but would be enforceable if some part were deleted or the period or area of application were reduced, then such provision shall apply with the modification necessary to make it enforceable, and shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

16. Payment of Deferred Compensation – Code Section 409A.

(a) To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Code Section 409A. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to as a result of this paragraph 16 or otherwise) shall CBS or any of its affiliates be liable for any tax, interest or penalties that may be imposed on you under Code Section 409A. Neither CBS nor any of its affiliates have any obligation to indemnify or otherwise hold you harmless from any or all such taxes, interest or penalties, or liability for any damages related thereto. You acknowledge that you have been advised to obtain independent legal, tax or other counsel in connection with Code Section 409A.

(b) Your right to any in-kind benefit or reimbursement benefits pursuant to any provisions of this Agreement or pursuant to any plan or arrangement of CBS covered by this Agreement shall not be subject to liquidation or exchange for cash or another benefit.

17. Arbitration. If any disagreement or dispute whatsoever shall arise between the parties concerning, arising out of or relating to this Agreement (including the documents referenced herein) or your employment with CBS, the parties hereto agree that such disagreement or dispute shall be submitted to binding arbitration before the American Arbitration Association (the "*AAA*"), and that a neutral arbitrator will be selected in a manner consistent with its Employment Arbitration Rules and Mediation Procedures (the "*Rules*"). Such arbitration shall be confidential and private and conducted in accordance with the Rules. Any such arbitration proceeding shall take place in New York City before a single arbitrator (rather than a panel of arbitrators). The parties agree that the arbitrator shall have no authority to award any punitive or exemplary damages and waive, to the full extent permitted by law, any right to recover such damages in such arbitration. Each party shall bear its respective costs (including attorney's fees, and there shall be no award of attorney's fees); provided that if you are the prevailing party (as determined by the arbitrator in his or her discretion) in a dispute concerning the enforcement of the provisions of this Agreement in relation to paragraph 7(j), you shall be entitled to recover all of your costs (including attorney's fees) reasonably incurred in connection with such dispute. Following the arbitrator's issuance of a final non-appealable award setting forth that you are the prevailing party, CBS shall reimburse you for such costs within thirty (30) days following its receipt of reasonable written evidence substantiating such costs, provided that in no event will payment be made to you later than the last day of the calendar year next following the calendar year in which the award is issued. If there is a dispute regarding the reasonableness of the costs you incur, the same arbitrator shall determine, in his or her discretion, the costs that shall be reimbursed to you by CBS. Judgment upon the final award(s) rendered by such arbitrator, after giving effect to the AAA internal appeals process, may be entered in any court having jurisdiction thereof. Notwithstanding anything herein to the contrary, CBS shall be entitled to seek injunctive, provisional and equitable relief in a court proceeding as a result of

your alleged violation of the terms of Section 6 of this Agreement, and you hereby consent and agree to exclusive personal jurisdiction in any state or federal court located in the City of New York, Borough of Manhattan.

18. Limitation on Payments.

(a) In the event that the payments and benefits provided for in this Agreement or other payments and benefits payable or provided to you (i) constitute "***parachute payments***" within the meaning of Section 280G of the Code and (ii) but for this Section 18, would be subject to the excise tax imposed by Section 4999 of the Code, then your payments and benefits under this Agreement or other payments or benefits (the "***280G Amounts***") will be either:

(A) delivered in full; or

(B) delivered as to such lesser extent that would result in no portion of the 280G Amounts being subject to the excise tax under Section 4999 of the Code;

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by you on an after-tax basis, of the greatest amount of 280G Amounts, notwithstanding that all or some portion of the 280G Amounts may be taxable under Section 4999 of the Code.

(b) Reduction Order. In the event that a reduction of 280G Amounts is made in accordance with this Section 18, the reduction will occur, with respect to the 280G Amounts considered parachute payments within the meaning of Section 280G of the Code, in the following order:

(i) reduction of cash payments in reverse chronological order (i.e., the cash payment owed on the latest date following the occurrence of the event triggering the excise tax will be the first cash payment to be reduced);

(ii) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Code Section 280G, in the reverse order of date of grant of the awards (i.e., the most recently granted equity awards will be cancelled first);

(iii) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (i.e., the vesting of the most recently granted equity awards will be cancelled first); and

(iv) reduction of employee benefits in reverse chronological order (i.e., the benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first benefit to be reduced).

In no event will you have any discretion with respect to the ordering of payment reductions.

(c) Nationally Recognized Firm Requirement. Unless you and CBS otherwise agree in writing, any determination required under this Section 18 will be made in writing by a nationally recognized accounting or valuation firm (the "Firm") selected by CBS, whose determination will be conclusive and binding upon you and CBS for all purposes. For purposes of making the calculations required by this Section 18, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. CBS and you will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 18. CBS will bear all costs for payment of the Firm's services in connection with any calculations contemplated by this Section 18.

19. Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, and all of the counterparts shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[signature page to follow]

If the foregoing correctly sets forth our understanding, please sign, date and return all four (4) copies of this Agreement to the undersigned for execution on behalf of CBS; after this Agreement has been executed by CBS and a fully-executed copy returned to you, it shall constitute a binding agreement between us.

Very truly yours,

CBS CORPORATION

By: /s/ Anthony G. Ambrosio
Name: Anthony G. Ambrosio
Title: Senior Executive Vice President, Chief Administrative Officer & Chief Human Resources Officer

ACCEPTED AND AGREED:

/s/ Lawrence Tu
Lawrence Tu

Dated: November 11, 2013

Exhibit 10(v)
EXECUTION VERSION

$2,500,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

among

CBS CORPORATION,

CBS OPERATIONS INC.,

THE SUBSIDIARY BORROWERS PARTIES HERETO,

THE LENDERS NAMED HEREIN,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

CITIBANK, N.A.,
as Syndication Agent

and

BANK OF AMERICA, N.A., DEUTSCHE BANK SECURITIES INC.,
MORGAN STANLEY MUFG LOAN PARTNERS, LLC,
THE ROYAL BANK OF SCOTLAND plc and
WELLS FARGO BANK, N.A.
as Co-Documentation Agents,

Dated as of December 2, 2014

J.P. MORGAN SECURITIES LLC
and
CITIGROUP GLOBAL MARKETS INC.,
as Joint Lead Arrangers
and Joint Bookrunners

TABLE OF CONTENTS

		Page
Article I DEFINITIONS		1
SECTION 1.1.	Defined Terms	1
SECTION 1.2.	Terms Generally	19
Article II THE CREDITS		20
SECTION 2.1.	Commitments	20
SECTION 2.2.	Revolving Credit Loans; Competitive Loans	22
SECTION 2.3.	Competitive Bid Procedure	22
SECTION 2.4.	Revolving Credit Borrowing Procedure	25
SECTION 2.5.	Repayment of Loans	25
SECTION 2.6.	Swingline Loans	25
SECTION 2.7.	Letters of Credit	28
SECTION 2.8.	Conversion and Continuation Options	31
SECTION 2.9.	Fees	32
SECTION 2.10.	Interest on Loans; Eurocurrency Tranches; Etc	33
SECTION 2.11.	Default Interest	34
SECTION 2.12.	Alternate Rate of Interest	34
SECTION 2.13.	Termination and Reduction of Commitments	35
SECTION 2.14.	Optional Prepayments of Revolving Credit Loans	35
SECTION 2.15.	Reserve Requirements; Change in Circumstances	35
SECTION 2.16.	Indemnity	37
SECTION 2.17.	Pro Rata Treatment; Funding Matters; Evidence of Debt	38
SECTION 2.18.	Sharing of Setoffs	39
SECTION 2.19.	Payments	40
SECTION 2.20.	Taxes	40
SECTION 2.21.	Termination or Assignment of Commitments Under Certain Circumstances	43
SECTION 2.22.	Currency Equivalents	43
SECTION 2.23.	Judgment Currency	44
SECTION 2.24.	Defaulting Lenders	45
Article III REPRESENTATIONS AND WARRANTIES		46
SECTION 3.1.	Corporate Existence	46
SECTION 3.2.	Financial Condition	47
SECTION 3.3.	Litigation	47
SECTION 3.4.	No Breach, etc	47
SECTION 3.5.	Corporate Action	47
SECTION 3.6.	Approvals	48

SECTION 3.7.	ERISA	48
SECTION 3.8.	Taxes	48
SECTION 3.9.	Investment Company Act	48
SECTION 3.10.	Environmental	48
SECTION 3.11.	Material Subsidiaries	48
SECTION 3.12.	Anti-Corruption Laws and Sanctions	48
Article IV CONDITIONS OF EFFECTIVENESS AND LENDING		49
SECTION 4.1.	Effectiveness	49
SECTION 4.2.	Initial Loans to Subsidiary Borrowers; Designation of Foreign Subsidiary Borrowers	49
SECTION 4.3.	All Credit Events	50
Article V COVENANTS		51
SECTION 5.1.	Financial Statements	51
SECTION 5.2.	Corporate Existence, Etc	53
SECTION 5.3.	Insurance	53
SECTION 5.4.	Prohibition of Fundamental Changes	54
SECTION 5.5.	Limitation on Liens	54
SECTION 5.6.	Limitation on Subsidiary Indebtedness	55
SECTION 5.7.	Financial Covenants	56
SECTION 5.8.	Use of Proceeds	56
SECTION 5.9.	Transactions with Affiliates	56
Article VI EVENTS OF DEFAULT		56
Article VII THE AGENTS		58
Article VIII GUARANTEES		60
SECTION 8.1.	CBS Guarantee	60
SECTION 8.2.	CBS Operations Guarantee	63
Article IX MISCELLANEOUS		65
SECTION 9.1.	Notices	65
SECTION 9.2.	Survival of Agreement	66
SECTION 9.3.	Binding Effect	66
SECTION 9.4.	Successors and Assigns	66
SECTION 9.5.	Expenses; Indemnity	70
SECTION 9.6.	Right of Setoff	71
SECTION 9.7.	APPLICABLE LAW	71
SECTION 9.8.	Waivers; Amendment	71
SECTION 9.9.	Entire Agreement	72
SECTION 9.10.	WAIVER OF JURY TRIAL	72

SECTION 9.11.	Severability	72
SECTION 9.12.	Counterparts	72
SECTION 9.13.	Headings	72
SECTION 9.14.	Jurisdiction; Consent to Service of Process	72
SECTION 9.15.	Confidentiality	73
SECTION 9.16.	Patriot Act Notice	74
SECTION 9.17.	Amendment and Restatement	74

ANNEXES

Annex I	Pricing Grid

EXHIBITS

Exhibit A-1	Administrative Questionnaire (Dollars)
Exhibit A-2	Administrative Questionnaire (Foreign Currency)
Exhibit B-1	Form of Competitive Bid Request
Exhibit B-2	Form of Notice of Competitive Bid Request
Exhibit B-3	Form of Competitive Bid
Exhibit B-4	Form of Revolving Credit Borrowing Request
Exhibit B-5	Form of Swingline Borrowing Request
Exhibit B-6	Form of Notice of Designated Letter of Credit
Exhibit B-7	Form of Subsidiary Borrower Designation
Exhibit B-8	Form of Subsidiary Borrower Request
Exhibit C	Form of Assignment and Acceptance
Exhibit D	Form of Confidentiality Agreement
Exhibit E	Form of Closing Certificate
Exhibit F	Form of Issuing Lender Agreement
Exhibit G	Form of Commitment Increase Supplement
Exhibit H	Form of Additional Lender Agreement

SCHEDULES

Schedule 1.1	Commitments; Addresses for Notices
Schedule 1.1(a)	Guarantees
Schedule 2.7	Designated Letters of Credit
Schedule 5.6	Subsidiary Indebtedness
Schedule VI(h)	Judgments

AMENDED AND RESTATED CREDIT AGREEMENT dated as of December 2, 2014, among CBS CORPORATION, a Delaware corporation ("*CBS*"), CBS OPERATIONS INC., a Delaware corporation ("*CBS Operations*"), each Subsidiary Borrower (as herein defined), the lenders whose names appear on Schedule 1.1 hereto or who subsequently become parties hereto as provided herein (the "*Lenders*"); JPMORGAN CHASE BANK, N.A., a national banking association ("*JPMorgan Chase*"), as administrative agent for the Lenders; CITIBANK, N.A., a national banking association, as syndication agent for the Lenders (in such capacity, the "*Syndication Agent*"), and BANK OF AMERICA, N.A., DEUTSCHE BANK SECURITIES INC., MORGAN STANLEY MUFG LOAN PARTNERS, LLC, THE ROYAL BANK OF SCOTLAND plc and WELLS FARGO BANK, N.A., as co-documentation agents for the Lenders (in such capacity, the "*Co-Documentation Agents*").

WITNESSETH:

WHEREAS, the parties hereto desire to amend and restate the Existing Credit Agreement (as defined below) as provided herein;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. *Defined Terms*. As used in this Agreement, the following terms shall have the meanings specified below:

"*ABR Loan*" shall mean (a) any Revolving Credit Loan bearing interest at a rate determined by reference to the Alternate Base Rate in accordance with the provisions of Article II and (b) any ABR Swingline Loan.

"*ABR Revolving Credit Loan*" shall mean any Revolving Credit Loan that is an ABR Loan.

"*ABR Swingline Exposures*" shall mean at any time the aggregate principal amount at such time of the outstanding ABR Swingline Loans. The ABR Swingline Exposure of any Lender at any time shall mean its Revolving Credit Percentage of the aggregate ABR Swingline Exposures at such time.

"*ABR Swingline Loan*" shall have the meaning assigned to such term in Section 2.6(a).

"*Absolute Rate Loan*" shall mean any Competitive Loan bearing interest at a fixed percentage rate per annum (expressed in the form of a decimal rounded to no more than four decimal places) specified by the Lender making such Loan in its Competitive Bid.

"*Additional Lender*" shall have the meaning assigned to such term in Section 2.1(b).

"*Additional Lender Agreement*" shall have the meaning assigned to such term in Section 2.1(b).

"*Administrative Agent*" shall mean JPMorgan Chase, together with its affiliates, as an arranger of the Commitments and as the administrative agent for the Lenders under this Agreement, and any successor thereto pursuant to Article VII.

"*Administrative Agent Fee Letter*" shall mean the Fee Letter with respect to this Agreement between CBS and the Administrative Agent, as amended, supplemented or otherwise modified from time to time.

"*Administrative Agent's Fees*" shall have the meaning assigned to such term in Section 2.9(c).

"*Administrative Questionnaire*" shall mean an Administrative Questionnaire in the form of Exhibit A-1 or A-2 hereto.

"*Affiliate*" shall mean, as to CBS, any Person which directly or indirectly controls, is under common control with or is controlled by CBS. As used in this definition, "*control*" (including, with correlative meanings, "*controlled by*" and "*under common control with*") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); *provided*, that, in any event, any Person which owns directly or indirectly 10% or more of the securities having ordinary voting power for the election of directors or other governing body of a corporation or 10% or more of the partnership or other ownership interests of any other Person (other than as a limited partner of such other Person) will be deemed to control such corporation or other Person. Notwithstanding the foregoing, (a) no individual shall be deemed to be an Affiliate of CBS solely by reason of his or her being an officer, director or employee of CBS or any of its Subsidiaries and (b) CBS Operations and CBS and their Subsidiaries shall not be deemed to be Affiliates of each other, unless expressly stated to the contrary.

"*Agents*" shall mean the collective reference to the Administrative Agent, the Joint Lead Arrangers, the Syndication Agent and the Co-Documentation Agents.

"*Aggregate LC Exposure*" shall mean, at any time, the sum of (a) the aggregate undrawn amount of all Letters of Credit outstanding at such time and (b) the aggregate amount which has been drawn under Letters of Credit but for which the applicable Issuing Lender or the Lenders, as the case may be, have not been reimbursed by CBS or the relevant Subsidiary Borrower at such time.

"*Agreement*" shall mean this Amended and Restated Credit Agreement, as further amended, supplemented or otherwise modified from time to time.

"*Alternate Base Rate*" shall mean, for any day, a rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day (or, if such day is not a Business Day, the immediately preceding Business Day), (b) the Federal Funds Effective Rate in effect on such day (or, if such day is not a Business Day, the immediately preceding Business Day) plus ½ of 1% and (c) the Eurocurrency Rate as of such day (or, if such day is not a Business Day, the immediately preceding Business Day) for a one-month Interest Period commencing two Business Days thereafter plus 1%. For purposes hereof, "*Prime Rate*" shall mean the rate of interest per annum publicly announced from time to time by the Lender serving as the Administrative Agent as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective on the date such change is publicly announced as effective; and "*Federal Funds Effective Rate*" shall mean, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; *provided* that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to

be zero for purposes of this Agreement. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be the greater of the rates referred to in clause (a) or (c) above until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurocurrency Rate shall be effective on the effective date of such change.

"*Anti-Corruption Laws*" means all laws, rules, and regulations of any jurisdiction applicable to CBS or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

"*Applicable Commitment Fee Rate*" shall mean the "Applicable Commitment Fee Rate" determined in accordance with the Pricing Grid set forth in Annex I hereto.

"*Applicable LC Fee Rate*" shall mean, as at any date, (a) with respect to Financial Letters of Credit, the Applicable Margin for Eurocurrency Loans on such date and (b) with respect to Non-Financial Letters of Credit, 50% of the Applicable Margin for Eurocurrency Loans on such date.

"*Applicable Margin*" shall mean, as of any date, with respect to (a) any Eurocurrency Loan that is a Revolving Credit Loan, a rate per annum equal to the Credit Default Swap Spread in effect for Eurocurrency Loans on such day and (b) any ABR Loan that is a Revolving Credit Loan, a rate per annum equal to the Credit Default Swap Spread in effect for Eurocurrency Loans on such day less 1.0%. Notwithstanding the foregoing, the Applicable Margin for Eurocurrency Loans in effect at any time shall not be less than the "Minimum Applicable Margin", and shall not exceed the "Maximum Applicable Margin" as applicable to Eurocurrency Loans in accordance with the Pricing Grid set forth in Annex I hereto, and the Applicable Margin for ABR Loans in effect at any time shall not be less than the "Minimum Applicable Margin" and shall not exceed the "Maximum Applicable Margin" as applicable to ABR Loans in accordance with said Pricing Grid.

"*Applicable Rate*" shall have the meaning assigned to such term in Annex I hereto.

"*ASC*" shall mean Financial Accounting Standards Board Accounting Standards Codification.

"*Assignment and Acceptance*" shall mean an assignment and acceptance entered into by a Lender and an assignee, and accepted by the Administrative Agent, in the form of Exhibit C.

"*Bankruptcy Code*" shall mean the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified under 11 U.S.C. §§ 101 et seq.

"*Basel III*" shall have the meaning assigned to such term in Section 2.15.

"*Board*" shall mean the Board of Governors of the Federal Reserve System of the United States.

"*Bonds*" shall have the meaning assigned to such term in Section 8.2(g).

"*Borrower*" shall mean, as applicable, CBS or the relevant Subsidiary Borrower.

"*Business Day*" shall mean any day (other than a day which is a Saturday, Sunday or legal holiday in the State of New York) on which banks are open for business in New York City; *provided, however*, that, (a) when used in connection with a Eurocurrency Loan (including a Eurocurrency Loan denominated in Sterling), the term "*Business Day*" shall also exclude any day on which banks are not open for international business (including dealings in Dollar deposits) in the London interbank market, (b) when used in connection with any Loan denominated in Euro, the term "*Business Day*" shall also exclude any day which is not a Target Day and (c) when used in connection with any Loan denominated in Yen, the term "*Business Day*" shall also exclude any day on which commercial banks in Tokyo, Japan are authorized or required by law to remain closed.

"*Capital Lease Obligations*" of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property (other than satellite transponders), or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"*Capital Stock*" shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants or options to purchase any of the foregoing.

"*CBS*" shall have the meaning assigned to such term in the preamble to this Agreement.

"*CBS Obligations*" shall mean, with respect to CBS, the unpaid principal of and interest on the Loans made to CBS (including, without limitation, interest accruing after the maturity of the Loans made to CBS and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to CBS, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations, including its Guarantee obligations hereunder, and liabilities of CBS to the Administrative Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement.

"*CBS Operations*" shall have the meaning assigned to such term in the preamble to this Agreement.

"*CDS Determination Date*" shall mean (a) as to any Eurocurrency Loan, the second Business Day prior to the Business Day such Eurocurrency Loan is borrowed and, if applicable, the last Business Day prior to the continuation of such Eurocurrency Loan, provided, that, in the case of any Eurocurrency Loan having an Interest Period of greater than three months, the last Business Day prior to each three-month period succeeding such initial three-month period shall also be a CDS Determination Date with respect to any such Eurocurrency Loan, with the applicable Credit Default Swap Spread, as so determined, to be in effect as to such Eurocurrency Loan for each day commencing with the first day of the applicable Interest Period until subsequently re-determined in accordance with the foregoing, and (b) as to ABR Loans, initially on the Effective Date and thereafter on the first Business Day of each succeeding calendar quarter.

"*Closing Certificate*" shall mean a certificate, substantially in the form of Exhibit E.

"*Closing Date*" shall mean December 2, 2014.

"*Code*" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

"*Co-Documentation Agents*" shall have the meaning assigned to such term in the preamble hereto.

"*Commitment*" shall mean, with respect to each Lender, the commitment of such Lender to make Revolving Credit Loans pursuant to Section 2.1, to make or refund ABR Swingline Loans pursuant to Section 2.6 and to issue or participate in Letters of Credit pursuant to Section 2.7, as set forth on Schedule 1.1 or in the Assignment and Acceptance pursuant to which such Lender became a party hereto, as such Lender's Commitment may be permanently terminated or reduced from time to time pursuant to Section 2.13 or changed pursuant to Section 9.4.

"*Commitment Increase Supplement*" shall have the meaning assigned to such term in Section 2.1(b).

"*Commitment Fees*" shall mean all fees payable pursuant to Section 2.9(a).

"*Commitment Utilization Percentage*" shall mean on any day the percentage equivalent to a fraction (a) the numerator of which is the aggregate outstanding principal amount of Revolving Credit Loans, including the aggregate outstanding principal amount of Letters of Credit, Swingline Loans and Competitive Loans, and (b) the denominator of which is the Total Commitment (or, on any day after termination of the Commitments, the Total Commitment in effect immediately preceding such termination).

"*Competitive Bid*" shall mean an offer to make a Competitive Loan pursuant to Section 2.3.

"*Competitive Bid Rate*" shall mean, as to any Competitive Bid made pursuant to Section 2.3(b), (a) in the case of a Eurocurrency Competitive Loan, the Margin, and (b) in the case of an Absolute Rate Loan, the fixed rate of interest offered by the Lender making such Competitive Bid.

"*Competitive Bid Request*" shall mean a request made pursuant to Section 2.3 in the form of Exhibit B-1.

"*Competitive Loan*" shall mean a Loan from a Lender to a Borrower pursuant to the bidding procedure described in Section 2.3. Each Competitive Loan shall be a Eurocurrency Competitive Loan or an Absolute Rate Loan and, subject to Section 2.3(a) may be denominated in Dollars or a Foreign Currency.

"*Compliance Certificate*" shall have the meaning assigned to such term in Section 5.1.

"*Confidential Information*" shall have the meaning assigned to such term in Section 9.15(a).

"*Confidentiality Agreement*" shall mean a confidentiality agreement substantially in the form of Exhibit D, with such changes as CBS may approve.

"*Consolidated EBITDA*" shall mean, with respect to CBS and its Consolidated Subsidiaries (excluding Discontinued Operations) for any period, operating profit (loss), plus other income (loss), plus interest income, plus depreciation and amortization (excluding amortization related to

programming rights, prepublication costs, videocassettes and DVDs), excluding (a) gains (losses) on sales of assets (except (I) gains (losses) on sales of inventory sold in the ordinary course of business and (II) gains (losses) on sales of other assets if such gains (losses) are less than $10,000,000 individually and less than $50,000,000 in the aggregate during such period), (b) other non-cash items (including (i) provisions for losses and additions to valuation allowances, (ii) provisions for restructuring, litigation and environmental reserves and losses on the Disposition of businesses, (iii) pension settlement charges, (iv) non-cash expenses associated with grants of stock options, employee stock purchase plans and other equity-based compensation awards to employees and directors, and (v) impairment charges) and (c) items that were subject to capitalization prior to the effectiveness of SFAS 141(R)/ASC 805 but that under such statement are required to be expensed currently.

"*Consolidated Indebtedness*" shall mean as at any date the Indebtedness of CBS and its Consolidated Subsidiaries determined on a consolidated basis that would be reflected on a consolidated balance sheet as at such date prepared in accordance with GAAP.

"*Consolidated Leverage Ratio*" shall mean, as of the last day of any fiscal quarter of CBS, the ratio of (a) Consolidated Indebtedness as of such last day to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters then ended.

"*Consolidated Subsidiary*" shall mean, as to any Person, each Subsidiary of such Person (whether now existing or hereafter created or acquired) the financial statements of which shall be consolidated with the financial statements of such Person in accordance with GAAP.

"*Consolidated Tangible Assets*" shall mean at any date the assets of CBS and its Subsidiaries determined on such date on a consolidated basis, *less* goodwill and other intangible assets.

"*Credit Default Swap Spread*" shall mean, at any CDS Determination Date, the credit default swap spread applicable to Index Debt of CBS interpolated for a period to the Revolving Credit Maturity Date, determined as of the close of business on the Business Day immediately preceding such CDS Determination Date, as reported and interpolated by Markit Group Limited or any successor thereto; provided, that if such period is less than one year, the Credit Default Swap Spread shall be based on the credit default swap spread shown for a period of one year. If at any time the Credit Default Swap Spread is unavailable, CBS and the Lenders shall negotiate in good faith (for a period of up to 30 days after the Credit Default Swap Spread becomes unavailable (such 30-day period, the "*Negotiation Period*")) to agree on an alternative method for establishing the Applicable Rate for Eurocurrency Loans and ABR Loans. The Applicable Margin for Eurocurrency Loans and ABR Loans for any day which falls during the Negotiation Period shall be based upon the Credit Default Swap Spread determined as of the close of business on the Business Day immediately preceding the last CDS Determination Date falling prior to the Negotiation Period. If no such alternative method is agreed upon during the Negotiation Period, the Applicable Margin for Eurocurrency Loans and ABR Loans for any day subsequent to the end of the Negotiation Period shall be a rate per annum equal to the "Maximum Applicable Margin" for Eurocurrency Loans or ABR Loans, as the case may be, referred to in the definition of "Applicable Margin" in accordance with the Pricing Grid set forth in Annex I.

"*Credit Event*" shall mean the making of any Loan or the issuance of any Letter of Credit hereunder (including the designation of a Designated Letter of Credit as a "*Letter of Credit*" hereunder). It is understood that conversions and continuations pursuant to Section 2.8 do not constitute "Credit Events".

"*Debt Rating*" shall mean the rating applicable to CBS's senior, unsecured, non-credit-enhanced long-term indebtedness for borrowed money, as assigned by either Rating Agency.

"*Default*" shall mean any event or condition which upon notice, lapse of time or both would constitute an Event of Default.

"*Defaulting Lender*" shall mean any Lender that has (a) failed to fund any portion of its Loans within three Business Days of the date required to be funded by it hereunder, unless such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) notified CBS, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's good faith reasonable determination that a condition precedent to funding (specifically identified and including the particular default, if any) cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) failed, within three Business Days after written request by the Administrative Agent, acting in good faith, to confirm that it will comply with the terms of this Agreement relating to its funding obligations under this Agreement, *provided*, that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent, as reasonably determined by the Administrative Agent, or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken, as reasonably determined by the Administrative Agent, any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, *provided*, that a Lender shall not qualify as a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or its parent company, or to the exercise of control over such Lender or any Person controlling such Lender, by a governmental authority or instrumentality thereof.

"*Designated Letters of Credit*" shall mean each letter of credit issued by an Issuing Lender that (a) is not a Letter of Credit hereunder at the time of its issuance and is designated on or after the Effective Date by CBS or any Subsidiary Borrower, with the consent of such Issuing Lender, as a "Letter of Credit" hereunder by written notice to the Administrative Agent in the form of Exhibit B-6 or (b) is a letter of credit issued under the Existing Credit Agreement or listed on Schedule 2.7.

"*Discontinued Operations*" shall mean the assets/liabilities and operations classified as "discontinued operations" pursuant to ASC 205-20 or Accounting Principles Board Opinion No. 30.

"*Disposition*" shall mean, with respect to any Property, any sale, lease, assignment, conveyance, transfer or other disposition thereof; and the terms "*Dispose*" and "*Disposed of*" shall have correlative meanings.

"*Dodd-Frank*" shall have the meaning assigned to such term in Section 2.15.

"*Dollars*" or "*$*" shall mean lawful money of the United States of America.

"*Effective Date*" shall mean the date on which the conditions specified in Section 4.1 are satisfied (or waived in accordance with Section 9.8(b)).

"*Environmental Laws*" shall mean any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

"*ERISA*" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"*ERISA Affiliate*" shall mean, with respect to CBS, any trade or business (whether or not incorporated) that is a member of a group of which CBS is a member and which is treated as a single employer under Section 414 of the Code.

"*Eurocurrency Competitive Loan*" shall mean any Competitive Loan which is a Eurocurrency Loan.

"*Eurocurrency Loan*" shall mean any Loan bearing interest at a rate determined by reference to the Eurocurrency Rate.

"*Eurocurrency Rate*" shall mean, with respect to any Eurocurrency Loan for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) (the "*ICE LIBOR*") for Dollars or the relevant Foreign Currency, as the case may be, for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "*Screen Rate*") at approximately 11:00 A.M., London time, two Business Days prior to the commencement of such Interest Period; *provided*, that, if the Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; *provided, further*, that if the Screen Rate shall not be available at such time for such Interest Period (an "*Impacted Interest Period*") with respect to Dollars or the relevant Foreign Currency, as the case may be, then the Eurocurrency Rate shall be the Interpolated Rate at such time (*provided* that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement); *provided, further*, that if at the time that the Administrative Agent shall seek to determine the relevant Screen Rate for any Interest Period for a Eurocurrency Loan, the Screen Rate shall not be available for such Interest Period and/or for Dollars for any reason and the Administrative Agent shall determine that it is not possible to determine the Interpolated Rate (which conclusion shall be conclusive and binding absent manifest error), then the applicable Reference Bank Rate shall be the Eurocurrency Rate for such Interest Period for such Eurocurrency Loan; *provided* that if any Reference Bank Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; *provided, further*, that if less than two Reference Banks shall supply a rate to the Administrative Agent for purposes of determining the Eurocurrency Rate for such Eurocurrency Loans, then such Loans shall be made as ABR Loans.

"*Eurocurrency Revolving Credit Loan*" shall mean any Revolving Credit Loan which is a Eurocurrency Loan. Subject to the limitations contained herein, a Eurocurrency Revolving Credit Loan may be a Multi-Currency Revolving Loan.

"*Eurocurrency Tranche*" shall mean the collective reference to Eurocurrency Loans denominated in the same currency made by the Lenders, the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Eurocurrency Loans shall originally have been made on the same day).

"*Euros*" shall mean the single currency of participating member states of the European Monetary Union.

"*Event of Default*" shall have the meaning assigned to such term in Article VI; *provided*, that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"*Exchange Act Report*" shall have the meaning assigned to such term in Section 3.3.

"*Excluded Taxes*" shall have the meaning assigned to such term in Section 2.20(a).

"*Existing Credit Agreement*" shall mean the Amended and Restated Credit Agreement dated as of March 18, 2013 among CBS, CBS Operations, the subsidiary borrowers parties thereto, the lenders parties thereto, JPMorgan Chase, as administrative agent, Citibank, N.A., as syndication agent and the co-documentation agents parties thereto.

"*Facility Exposure*" shall mean, with respect to any Lender, the sum of (a) the Outstanding Revolving Extensions of Credit of such Lender, (b) the aggregate outstanding principal amount of any Competitive Loans made by such Lender and (c) in the case of a Swingline Lender, the aggregate outstanding principal amount of any Quoted Swingline Loans made by such Swingline Lender.

"*FATCA*" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement, and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"*Federal Funds Effective Rate*" shall have the meaning assigned to such term in the definition of "Alternate Base Rate".

"*Fees*" shall mean the Commitment Fees, the Administrative Agent's Fees, the Issuing Lender Fees and the LC Fees.

"*Financial Covenants*" shall mean the financial covenants contained in Section 5.7.

"*Financial Letter of Credit*" shall mean any Letter of Credit that, as determined by the Administrative Agent acting in good faith, (a) supports a financial obligation and (b) qualifies for the 100% credit conversion factor under the applicable Bank for International Settlements guidelines.

"*Financial Officer*" of any corporation shall mean its Chief Financial Officer, its Vice President and Treasurer or its Vice President and Chief Accounting Officer or, in each case, any comparable officer or any Person designated by any such officer.

"*Foreign Currency*" shall mean any currency (including, without limitation, any Multi-Currency, but excluding Dollars) which is readily transferable and readily convertible by the relevant Lender or Issuing Lender, as the case may be, into Dollars in the London interbank market.

"*Foreign Exchange Rate*" shall mean, with respect to any Foreign Currency on a particular date; the rate at which such Foreign Currency may be exchanged into Dollars, as set forth at

approximately 11:00 a.m., London time, on such date on the Reuters World Currency Page for such Foreign Currency. In the event that such rate does not, or ceases to, so appear on any Reuters World Currency Page, the "*Foreign Exchange Rate*" with respect to such Foreign Currency shall be determined by reference to such other publicly available source for determining exchange rates as may be agreed upon by the Administrative Agent and CBS or, in the absence of such agreement, such "*Foreign Exchange Rate*" shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such Foreign Currency are then being conducted, at or about 11:00 a.m., local time, on such date for the purchase of Dollars with such Foreign Currency for delivery two Business Days later.

"*Foreign Subsidiary*" means any Subsidiary of CBS that is organized under the laws of a jurisdiction outside the United States of America.

"*GAAP*" shall mean generally accepted accounting principles in the United States of America.

"*Governmental Authority*" shall mean any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

"*Granting Bank*" shall have the meaning specified in Section 9.4(i).

"*Guarantee*" of or by any Person shall mean any obligation, contingent or otherwise, of such Person guaranteeing or entered into with the purpose of guaranteeing any Indebtedness of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (b) to purchase Property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment of such Indebtedness or (c) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness; *provided, however*, that the term "*Guarantee*" shall not include endorsements for collection or deposit, in either case in the ordinary course of business.

"*ICE LIBOR*" shall have the meaning specified in the definition of "Eurocurrency Rate."

"*Impacted Interest Period*" shall have the meaning specified in the definition of "Eurocurrency Rate."

"*Increasing Lender*" shall have the meaning assigned to such term in Section 2.1(b).

"*Indebtedness*" of any Person shall mean at any date, without duplication, (i) all obligations of such Person for borrowed money (including, without limitation, in the case of any Borrower, the obligations of such Borrower for borrowed money under this Agreement), (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of Property or services, except as provided below, (iv) all obligations of such Person as lessee under Capital Lease Obligations, (v) all Indebtedness of others secured by a Lien on any Property of such Person, whether or not such Indebtedness is assumed by such Person, (vi) all Indebtedness of others directly or indirectly guaranteed or otherwise assumed by such Person, including any obligations of others endorsed (otherwise than for collection or deposit in the ordinary course of business) or discounted or sold with recourse by such Person, or in respect of which such Person is otherwise directly or indirectly liable, including, without limitation, any Indebtedness in

effect guaranteed by such Person through any agreement (contingent or otherwise) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation, or to maintain the solvency or any balance sheet or other financial condition of the obligor of such obligation, *provided*, that Indebtedness of CBS and its Subsidiaries shall not include obligations in existence on the date hereof in respect of Indebtedness of Discontinued Operations, and (vii) all obligations of such Person as issuer, customer or account party under letters of credit or bankers' acceptances that are either drawn or that back financial obligations that would otherwise be Indebtedness; *provided, however*, that in each of the foregoing clauses (i) through (vii), Indebtedness shall not include obligations (other than under this Agreement) specifically with respect to (a) the production, distribution and acquisition of motion pictures or other programming rights, talent or publishing rights, (b) guarantees of Indebtedness that are identified on Schedule 1.1(a) hereto, (c) the net change in the carrying value of Indebtedness relating to fair value hedges in accordance with SFAS 133/ASC 815 and (d) securitization transactions covered by SFAS 166/ASC 860 and SFAS 167/ASC 810.

"*Indemnified Person*" shall have the meaning assigned to such term in Section 9.5(b).

"*Indemnified Taxes*" shall have the meaning assigned to such term in Section 2.20(a).

"*Index Debt*" shall mean senior, unsecured, non-credit enhanced long-term debt issued by CBS.

"*Interest Payment Date*" shall mean (a) with respect to any Eurocurrency Loan or Absolute Rate Loan, the last day of the Interest Period applicable thereto and, in the case of a Eurocurrency Loan with an Interest Period of more than three months' duration or an Absolute Rate Loan with an Interest Period of more than 90 days' duration, each day that would have been an Interest Payment Date for such Loan had successive Interest Periods of three months' duration or 90 days' duration, as the case may be, been applicable to such Loan and, in addition, the date of any conversion of any Eurocurrency Revolving Credit Loan to an ABR Loan, the date of repayment or prepayment of any Eurocurrency Loan and the applicable Maturity Date; (b) with respect to any ABR Loan (other than an ABR Swingline Loan which is not an Unrefunded Swingline Loan), the last day of each March, June, September and December and the applicable Maturity Date; (c) with respect to any ABR Swingline Loan (other than an Unrefunded Swingline Loan), the earlier of (i) the day that is five Business Days after such Loan is made and (ii) the Revolving Credit Maturity Date; and (d) with respect to any Quoted Swingline Loan, the date established as such by the relevant Swingline Borrower and the relevant Swingline Lender prior to the making thereof (but in any event no later than the Revolving Credit Maturity Date).

"*Interest Period*" shall mean (a) as to any Eurocurrency Loan, the period commencing on the borrowing date or conversion date of such Loan, or on the last day of the immediately preceding Interest Period applicable to such Loan, as the case may be, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is 7 days (subject to the prior consent of each Lender) or 1, 2, 3 or 6 months or (subject to the prior consent of each Lender) 9 or 12 months thereafter, as the relevant Borrower may elect, and (b) as to any Absolute Rate Loan, the period commencing on the date of such Loan and ending on the date specified in the Competitive Bid Request in which the offer to make such Absolute Rate Loan was extended; *provided, however*, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of Eurocurrency Loans only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) notwithstanding anything to the contrary herein, no Borrower may select an Interest Period which would end after the Maturity Date applicable to

the relevant Loan. Interest shall accrue from and including that first day of an Interest Period to but excluding the last day of such Interest Period.

"*Interpolated Rate*" means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars or the relevant Foreign Currency, as the case may be) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars or the relevant Foreign Currency, as the case may be) that exceeds the Impacted Interest Period, in each case, at such time.

"*Issuing Lender*" shall mean any Lender designated as an Issuing Lender in an Issuing Lender Agreement executed by such Lender, CBS and the Administrative Agent; *provided*, that the Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by any of its Lender Affiliates (in which case the term "*Issuing Lender*" shall include such Lender Affiliate with respect to Letters of Credit issued by such Lender Affiliate); *provided, further*, with respect to any Designated Letter of Credit, the term "*Issuing Lender*" shall include the Lender or Lender Affiliate of such Lender which issued such Designated Letter of Credit.

"*Issuing Lender Agreement*" shall mean an agreement, substantially in the form of Exhibit F, executed by a Lender, CBS and the Administrative Agent pursuant to which such Lender agrees to become an Issuing Lender hereunder.

"*Issuing Lender Fees*" shall mean, as to any Issuing Lender, the fees set forth in the applicable Issuing Lender Agreement.

"*Joint Lead Arrangers*" shall mean J.P. Morgan Securities LLC, a New York corporation, and Citigroup Global Markets Inc., a New York corporation, as joint lead arrangers and joint bookrunners.

"*JPMorgan Chase*" shall have the meaning assigned to such term in the preamble to this Agreement.

"*Laws*" shall mean, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"*LC Disbursement*" shall mean any payment or disbursement made by an Issuing Lender under or pursuant to a Letter of Credit.

"*LC Exposure*" shall mean, as to each Lender, such Lender's Revolving Credit Percentage of the Aggregate LC Exposure.

"*LC Fee*" shall have the meaning assigned to such term in Section 2.9(b).

"*Lender Affiliate*" shall mean, (a) with respect to any Lender, (i) an affiliate of such Lender or (ii) any entity (whether a corporation, partnership, trust or otherwise) that is engaged in

making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and is administered or managed by a Lender or an affiliate of such Lender and (b) with respect to any Lender that is a fund which invests in bank loans and similar extensions of credit, any other fund that invests in bank loans and similar extensions of credit and is managed by the same investment advisor as such Lender or by an affiliate of such investment advisor.

"*Lenders*" shall have the meaning assigned to such term in the preamble to this Agreement.

"*Letter of Credit Sublimit*" shall mean, at any time, $300,000,000.

"*Letters of Credit*" shall mean letters of credit or bank guarantees issued by an Issuing Lender for the account of CBS or any Subsidiary Borrower pursuant to Section 2.7 (including any Designated Letters of Credit).

"*Lien*" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement.

"*Loan*" shall mean any loan made by a Lender hereunder.

"*Loan Documents*" shall mean this Agreement and the Administrative Agent Fee Letter.

"*Losses*" shall have the meaning assigned to such term in Section 9.5(b).

"*Margin*" shall mean, as to any Eurocurrency Competitive Loan, the margin (expressed as a percentage rate per annum in the form of a decimal rounded to no more than four places) to be added to or subtracted from the Eurocurrency Rate in order to determine the interest rate applicable to such Loan, as specified in the Competitive Bid relating to such Loan.

"*Material Acquisition*" shall mean any acquisition of Property or series of related acquisitions of Property (including by way of merger) which (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person and (b) involves the payment of consideration by CBS and its Subsidiaries (valued at the initial principal amount thereof in the case of non-cash consideration consisting of notes or other debt securities and valued at fair market value in the case of other non-cash consideration) in excess of $100,000,000.

"*Material Adverse Effect*" shall mean (a) a material adverse effect on the Property, business, results of operations or financial condition of CBS and its Subsidiaries taken as a whole or (b) material impairment of the ability of CBS to perform any of its obligations under this Agreement, excluding any effects which may result from non-cash charges arising from SFAS 142/ASC 350, SFAS 144/ASC 360 and/or SFAS 123(R)/ASC 718, as applicable, issued by the Financial Accounting Standards Board.

"*Material Disposition*" shall mean any Disposition of Property or series of related Dispositions of Property which yields gross proceeds to CBS or any of its Subsidiaries (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds) in excess of $100,000,000.

"*Material Subsidiary*" shall mean any "significant subsidiary" of CBS as defined in Regulation S-X of the SEC; *provided,* that each Subsidiary Borrower shall in any event constitute a Material Subsidiary.

"*Maturity Date*" shall mean (a) in the case of the Revolving Credit Loans and the ABR Swingline Loans, the Revolving Credit Maturity Date, (b) in the case of the Quoted Swingline Loans, the date established as such by the relevant Swingline Borrower and the relevant Swingline Lender prior to the making thereof (but in any event no later than the Revolving Credit Maturity Date) and (c) in the case of Competitive Loans, the last day of the Interest Period applicable thereto, as specified in the related Competitive Bid Request.

"*Moody's*" shall mean Moody's Investors Service, Inc. or any successor thereto.

"*Multi-Currency*" shall mean Euros, Sterling and Yen.

"*Multi-Currency Revolving Loans*" shall mean each Eurocurrency Revolving Credit Loan denominated in any Multi-Currency.

"*Multi-Currency Sublimit*" shall mean with respect to (i) Euros, $350,000,000, (ii) Sterling, $350,000,000 and (iii) Yen, $200,000,000, as the sublimit may be decreased from time to time in accordance with Section 2.13.

"*Multiemployer Plan*" shall mean a multiemployer plan as defined in Section 3(37) of ERISA to which contributions have been made by CBS or any ERISA Affiliate of CBS and which is covered by Title IV of ERISA.

"*Negotiation Period*" shall have the meaning assigned to such term in the definition of Credit Default Swap Spread.

"*Non-Consenting Lender*" shall have the meaning assigned to such term in Section 2.21(b).

"*Non-Financial Letter of Credit*" shall mean any Letter of Credit that is not a Financial Letter of Credit.

"*Non-U.S. Person*" shall have the meaning assigned to such term in Section 2.20(g).

"*Notice of Designation*" shall have the meaning assigned to such term in Section 4.2(b).

"*Other Lender*" shall have the meaning assigned to such term in Section 2.1(b).

"*Other Taxes*" shall mean any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"*Outstanding Revolving Extensions of Credit*" shall mean, as to any Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Credit Loans made by such Lender then outstanding, (b) such Lender's LC Exposure at such time and (c) such Lender's ABR Swingline Exposure at such time.

"*Participant Register*" shall have the meaning assigned to such term in Section 9.4(f).

"*Patriot Act*" shall have the meaning assigned to such term in Section 9.16.

"*PBGC*" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, or any successor thereto.

"*Person*" shall mean any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company or other entity, or any government or any agency or political subdivision thereof.

"*Plan*" shall mean any employee pension benefit plan as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code and which is maintained for employees of CBS or any ERISA Affiliate.

"*Prime Rate*" shall have the meaning assigned to such term in the definition of "Alternate Base Rate".

"*Pro Forma Period*" shall have the meaning assigned to such term in Section 1.2(c).

"*Property*" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"*Protesting Lender*" shall have the meaning assigned to such term in Section 4.2(c).

"*Quoted Swingline Loans*" shall have the meaning assigned to such term in Section 2.6(a).

"*Quoted Swingline Rate*" shall have the meaning assigned to such term in Section 2.6(a).

"*Rating Agencies*" shall mean S&P and Moody's.

"*Reference Bank Rate*" shall mean the arithmetic mean of the rates (rounded upward to four decimal places) supplied to the Administrative Agent at its request by the Reference Banks as of 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period for Loans in Dollars and the applicable Interest Period as the rate at which the relevant Reference Bank could borrow funds in the London interbank market in Dollars and for the relevant period, were it to do so by asking for and then accepting interbank offers in reasonable market size in that currency and for that period.

"*Reference Banks*" shall mean the principal London offices of JPMorgan Chase Bank, N.A. and Citibank, N.A. and such other banks as may be appointed by the Administrative Agent in consultation with the Borrower (with the consent of such bank).

"*Register*" shall have the meaning assigned to such term in Section 9.4(d).

"*Regulation D*" shall mean Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"*Regulation U*" shall mean Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"*Required Lenders*" shall mean, at any time, Lenders whose respective Total Facility Percentages aggregate more than 50%.

"*Responsible Officer*" of any corporation shall mean any executive officer or Financial Officer of such corporation and any other officer or similar official thereof responsible for the administration of the obligations of such corporation in respect of this Agreement (or, in the case of matters relating to ERISA, any officer responsible for the administration of the pension funds of such corporation).

"*Revolving Credit Borrowing Request*" shall mean a request made pursuant to Section 2.4 in the form of Exhibit B-4.

"*Revolving Credit Loans*" shall mean the revolving loans made by the Lenders to any Borrower pursuant to Section 2.4. Each Revolving Credit Loan shall be a Eurocurrency Loan or an ABR Loan.

"*Revolving Credit Maturity Date*" shall mean December 2, 2019.

"*Revolving Credit Percentage*" of any Lender at any time shall mean the percentage of the aggregate Commitments (or, following any termination of all the Commitments, the Commitments most recently in effect) represented by such Lender's Commitment (or, following any such termination, the Commitment of such Lender most recently in effect).

"*S&P*" shall mean Standard & Poor's Financial Services LLC, or any successor thereto.

"*Sanctions*" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the European Union or Her Majesty's Treasury of the United Kingdom.

"*Sanctioned Country*" means, at any time, a country or territory which is the subject or target of any comprehensive, territorial Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Sudan and Syria).

"*Sanctioned Person*" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or European Union, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned 50 percent or more by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person controlled by the government of a Sanctioned Country, to the extent set forth in the applicable regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury, unless otherwise authorized by applicable Laws.

"*Screen Rate*" shall have the meaning specified in the definition of "Eurocurrency Rate."

"*SEC*" shall mean the Securities and Exchange Commission.

"*SFAS*" shall have the meaning assigned to such term in Section 1.2(b).

"*SPC*" shall have the meaning specified in Section 9.4(i).

"*Specified Currency Availability*" shall mean the Multi-Currency Sublimit with respect to the relevant Multi-Currency less the Dollar equivalent of the aggregate principal amount of all Multi-Currency Revolving Loans denominated in such Multi-Currency outstanding on the date of borrowing.

"*Spot Rate*" shall mean, at any date, the Administrative Agent's or applicable Lender's, as the case may be (or, for purposes of determinations in respect of the Aggregate LC Exposure related to Letters of Credit issued in a Foreign Currency, the Issuing Lender's or Issuing Lenders', as the case may be), spot buying rate for the relevant Foreign Currency against Dollars as of approximately 11:00 a.m. (London time) on such date for settlement on the second Business Day.

"*Sterling*" shall mean British Pounds Sterling, the lawful currency of the United Kingdom on the date hereof.

"*Subsidiary*" shall mean, for any Person (the "*Parent*"), any corporation, partnership or other entity of which shares of Voting Capital Stock sufficient to elect a majority of the board of directors or other Persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) are at the time directly or indirectly owned or controlled by the Parent or one or more of its Subsidiaries or by the Parent and one or more of its Subsidiaries. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of CBS.

"*Subsidiary Borrower*" shall mean any Subsidiary of CBS (a) which is designated as a Subsidiary Borrower by CBS pursuant to a Subsidiary Borrower Designation, (b) which has delivered to the Administrative Agent a Subsidiary Borrower Request and (c) whose designation as a Subsidiary Borrower has not been terminated pursuant to Section 4.2.

"*Subsidiary Borrower Designation*" shall mean a designation, substantially in the form of Exhibit B-7, which may be delivered by CBS and approved by CBS and shall be accompanied by a Subsidiary Borrower Request.

"*Subsidiary Borrower Obligations*" shall mean, with respect to each Subsidiary Borrower, the unpaid principal of and interest on the Loans made to such Subsidiary Borrower (including, without limitation, interest accruing after the maturity of the Loans made to such Subsidiary Borrower and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to such Subsidiary Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of such Subsidiary Borrower to the Administrative Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement.

"*Subsidiary Borrower Request*" shall mean a request, substantially in the form of Exhibit B-8, which is received by the Administrative Agent in connection with a Subsidiary Borrower Designation.

"*Swingline Borrower*" shall mean CBS and any Subsidiary Borrower designated as a "Swingline Borrower" by CBS in a written notice to the Administrative Agent; *provided*, that, unless otherwise agreed by the Administrative Agent, no more than one Subsidiary Borrower may be a Swingline Borrower at any one time. Only a Subsidiary Borrower which is a U.S. Person may be a Swingline Borrower.

"*Swingline Commitment*" shall mean, (i) with respect to any Swingline Lender, the Commitment of such Lender to make ABR Swingline Loans pursuant to Section 2.6, as designated in accordance with Section 2.6(g) and as set forth on Schedule 1.1 or in the Assignment and Acceptance pursuant to which such Lender became a party hereto, and (ii) in the aggregate, $200,000,000.

"*Swingline Lender*" shall mean any Lender designated from time to time by CBS, and approved by such Lender, as a "Swingline Lender" pursuant to Section 2.6(g).

"*Swingline Loans*" shall mean the collective reference to the ABR Swingline Loans and the Quoted Swingline Loans.

"*Swingline Percentage*" of any Swingline Lender at any time shall mean the percentage of the aggregate Swingline Commitments represented by such Swingline Lender's Swingline Commitment.

"*Syndication Agent*" shall have the meaning assigned to such term in the preamble hereto.

"*Target Day*" shall mean any day on which (i) Target2 is open for settlement of payments in Euro and (ii) banks are open for dealings in deposits in Euro in the London interbank market.

"*Target2*" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

"*Taxes*" shall mean all taxes, levies, imposts, duties, charges, fees, deductions, charges or withholdings, and all liabilities with respect thereto imposed by or on behalf of any Governmental Authority together with any interest or penalties.

"*Test Period*" shall have the meaning assigned to such term in Section 1.2(c).

"*Total Commitment*" shall mean at any time the aggregate amount of the Commitments in effect at such time.

"*Total Facility Exposure*" shall mean at any time the aggregate amount of the Facility Exposures at such time.

"*Total Facility Percentage*" shall mean, as to any Lender at any time, the quotient (expressed as a percentage) of (a) such Lender's Commitment (or (x) for the purposes of acceleration of the Loans pursuant to clause (II) of Article VI or (y) if the Commitments have terminated, such Lender's Facility Exposure) and (b) the aggregate of all Lenders' Commitments (or (x) for the purposes of acceleration of the Loans pursuant to clause (II) of Article VI or (y) if the Commitments have terminated, the Total Facility Exposure).

"*Total Multi-Currency Sublimit*" shall mean $750,000,000, as such sublimit may be decreased from time to time in accordance with Section 2.13.

"*Total Specified Currency Availability*" shall mean with respect to Multi-Currency Revolving Loans, $750,000,000 (as decreased from time to time pursuant to Section 2.13) less the Dollar equivalent of the aggregate principal amount of all Multi-Currency Revolving Loans then outstanding.

"*Transferee*" shall mean any assignee or participant described in Section 9.4(b) or (f).

"*Type*" when used in respect of any Loan, shall refer to the Rate by reference to which interest on such Loan is determined. For purposes hereof, "*Rate*" shall mean the Eurocurrency Rate, the Alternate Base Rate, the Quoted Swingline Rate and the rate paid on Absolute Rate Loans.

"*Unrefunded Swingline Loans*" shall have the meaning assigned to such term in Section 2.6(d).

"*U.S. Person*" shall mean a citizen, national or resident of the United States of America, or an entity organized in or under the laws of the United States of America.

"*Voting Capital Stock*" shall mean securities or other ownership interests of a corporation, partnership or other entity having by the terms thereof ordinary voting power to vote in the election of the board of directors or other Persons performing similar functions of such corporation, partnership or other entity (without regard to the occurrence of any contingency).

"*Wholly Owned Subsidiary*" shall mean any Subsidiary of which all shares of Voting Capital Stock (other than, in the case of a corporation, directors' qualifying shares) are owned directly or indirectly by the Parent (as defined in the definition of "*Subsidiary*").

"*Yen*" shall mean the lawful currency of Japan.

SECTION 1.2. *Terms Generally*. (a) The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "*include*", "*includes*" and "*including*" shall, except where the context otherwise requires, be deemed to be followed by the phrase "*without limitation*". All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

(b) Except as otherwise expressly provided herein, all terms of an accounting nature shall be construed in accordance with GAAP in effect from time to time. The parties hereto agree, however, that in the event that any change in accounting principles from those used in the preparation of the financial statements referred to in Section 3.2 is, after December 31, 2013, occasioned by the promulgation of rules, regulations, pronouncements, opinions and statements by or required by the Financial Accounting Standards Board or Accounting Principles Board or the American Institute of Certified Public Accountants (or successors thereto or agencies with similar functions) and such change materially affects the calculation of any component of the Financial Covenants or any standard or term contained in this Agreement, the Administrative Agent and CBS shall negotiate in good faith to amend such Financial Covenant, standards or terms found in this Agreement (other than in respect of financial statements to be delivered hereunder) so that, upon adoption of such changes, the criteria for evaluation of CBS's and its Subsidiaries' financial condition shall be the same after such change as if such change had not been made; *provided, however*, that (i) any such amendments shall not become effective for purposes of this Agreement unless approved by the Required Lenders and (ii) if CBS and the Required Lenders cannot agree on such an amendment, then the calculations under such Financial Covenant, standards or terms shall continue to be computed without giving effect to such change in accounting principles. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (A) any election under Statement of Financial Accounting Standards ("*SFAS*") 159/ASC 825 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of CBS or any Subsidiary at "fair value", as defined therein, (B) the net change in the carrying value of Indebtedness relating to fair value hedges in accordance with SFAS

133/ASC 815 or (C) SFAS 166/ASC 860 or SFAS 167/ASC 810 insofar as they affect the accounting treatment of CBS's asset securitization programs.

(c) For the purposes of calculating Consolidated EBITDA for any period (a "*Test Period*"), (i) if at any time from the period (a "*Pro Forma Period*") commencing on the second day of such Test Period and ending on the date which is ten days prior to the date of delivery of the Compliance Certificate in respect of such Test Period (or, in the case of any *pro forma* calculation made pursuant hereto in respect of a particular transaction, ending on the date such transaction is consummated after giving effect thereto), CBS or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Test Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the Property which is the subject of such Material Disposition for such Test Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Test Period; (ii) if during such Pro Forma Period CBS or any Subsidiary shall have made a Material Acquisition, Consolidated EBITDA for such Test Period shall be calculated after giving *pro forma* effect thereto (including the incurrence or assumption of any Indebtedness in connection therewith) as if such Material Acquisition (and the incurrence or assumption of any such Indebtedness) occurred on the first day of such Test Period; and (iii) if during such Pro Forma Period any Person that subsequently became a Subsidiary or was merged with or into CBS or any Subsidiary since the beginning of such Pro Forma Period shall have entered into any disposition or acquisition transaction that would have required an adjustment pursuant to clause (i) or (ii) above if made by CBS or a Subsidiary during such Pro Forma Period, Consolidated EBITDA for such Test Period shall be calculated after giving *pro forma* effect thereto as if such transaction occurred on the first day of such Test Period. For the purposes of this paragraph, whenever *pro forma* effect is to be given to a Material Disposition or Material Acquisition, the amount of income or earnings relating thereto, the *pro forma* calculations shall be determined in good faith by a Financial Officer of CBS. If any Indebtedness bears a floating rate of interest and the incurrence or assumption thereof is being given *pro forma* effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the last day of the relevant Pro Forma Period had been the applicable rate for the entire relevant Test Period (taking into account any interest rate protection agreement applicable to such Indebtedness if such interest rate protection agreement has a remaining term in excess of 12 months). Comparable adjustments shall be made in connection with any determination of Consolidated EBITDA.

(d) For purposes of the Financial Covenants, (i) the Discontinued Operations shall be disregarded and (ii) the businesses classified as Discontinued Operations shall be limited to those businesses treated as such in the financial statements of CBS referred to in the definition of "Discontinued Operations" and the accounting treatment of Discontinued Operations shall be consistent with the accounting treatment thereof in such financial statements.

ARTICLE II

THE CREDITS

SECTION 2.1. *Commitments.* (a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly, to make Revolving Credit Loans to CBS or any Subsidiary Borrower, at any time and from time to time on and after the Effective Date and until the earlier of (a) the Business Day immediately preceding the Revolving Credit Maturity Date and (b) the termination of the Commitment of such Lender, in an aggregate principal amount at any time outstanding not to exceed such Lender's Commitment, provided, that after giving effect to each Revolving Credit Loan the Total Facility Exposure shall not exceed the Total Commitment then in effect. Each Borrower may borrow, prepay and reborrow Revolving Credit

Loans on and after the Effective Date and prior to the Revolving Credit Maturity Date, subject to the terms, conditions and limitations set forth herein.

(b) (i) Notwithstanding anything to the contrary contained in this Agreement, CBS may request from time to time that the Total Commitment be increased by an amount not less than $50,000,000 or a whole multiple of $25,000,000 in excess thereof, *provided*, that in no event shall the Total Commitment exceed $2,500,000,000. Any such increase in the Total Commitment shall be effected by CBS (x) requesting one or more of the Lenders to increase their respective Commitments and/or (y) arranging for one or more banks or financial institutions not parties hereto (each an "*Other Lender*") to become parties to and Lenders under this Agreement, *provided*, that, in the case of this clause (y), the Administrative Agent shall have consented to such Other Lender, which consent shall not be unreasonably withheld. In no event may any Lender's Commitment be increased without the prior written consent of such Lender. The Total Commitment may only be increased at a time when no Default or Event of Default shall have occurred and be continuing and when each of the representations and warranties made by CBS in Article III shall be true and correct in all material respects on and as of such time (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

(ii) If any Lender is willing, in its sole and absolute discretion, to increase the amount of its Commitment hereunder (any such Lender, an "*Increasing Lender*"), it shall enter into a written agreement to that effect with CBS and the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent (a "*Commitment Increase Supplement*"), which agreement shall specify, among other things, the amount of the increased Commitment of such Increasing Lender. Upon the effectiveness of such Increasing Lender's increase in Commitment, Schedule 1.1 shall, without further action, be deemed to have been amended to reflect its increased Commitment. Any Other Lender which is willing to become a party hereto and a Lender hereunder and that has been consented to by the Administrative Agent shall enter into a written agreement with CBS and the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent (an "*Additional Lender Agreement*"), which agreement shall specify, among other things, its Commitment hereunder. Upon the execution by the Administrative Agent, CBS and such Other Lender of such Additional Lender Agreement, such Other Lender shall become and be deemed a party hereto and a "Lender" hereunder for all purposes hereof and shall enjoy all rights and assume all obligations on the part of the Lenders set forth in this Agreement, and its Commitment shall be the amount specified in its Additional Lender Agreement, and, Schedule 1.1 shall, without further action, be deemed to have been amended to reflect such Commitment. Each Other Lender which executes and delivers an Additional Lender Agreement and becomes a party hereto and a "Lender" hereunder is hereinafter referred to as an "*Additional Lender*."

(iii) Concurrently with the execution by an Increasing Lender of a Commitment Increase Supplement or by an Additional Lender of an Additional Lender Agreement, the Borrowers shall make such borrowings from such Increasing Lender or Additional Lender, and/or shall make such prepayments of outstanding Revolving Credit Loans, and the Administrative Agent shall reallocate the LC Exposures and ABR Swingline Exposure of the Lenders, as shall be required to cause the aggregate outstanding principal amount of the Outstanding Revolving Extensions of Credit of each Lender (including each such Increasing Lender and Additional Lender) to be proportional to such Lender's share of the Total Commitment after giving effect to the increase thereof.

SECTION 2.2. *Revolving Credit Loans; Competitive Loans.* (a) Each Revolving Credit Loan shall be made to the relevant Borrower by the Lenders ratably in accordance with their respective Commitments, in accordance with the procedures set forth in Section 2.4. Each Competitive Loan shall be made to the relevant Borrower by the Lender whose Competitive Bid therefor is accepted, and in the amount so accepted, in accordance with the procedures set forth in Section 2.3. The Revolving Credit Loans or Competitive Loans shall be made in minimum amounts equal to (i) in the case of Competitive Loans, $5,000,000 or an integral multiple of $1,000,000 in excess thereof, (ii) in the case of Eurocurrency Revolving Credit Loans denominated in Dollars, $25,000,000 or an integral multiple of $5,000,000 in excess thereof, (iii) in the case of Multi-Currency Revolving Loans, the Dollar equivalent of $25,000,000 or an integral multiple of $5,000,000 in excess thereof and (iv) in the case of ABR Revolving Credit Loans, $5,000,000 or an integral multiple of $1,000,000 in excess thereof (or (A) in the case of Revolving Credit Loans, an aggregate principal amount equal to the remaining balance of the available Total Commitment or, if less, (B) with respect to Multi-Currency Revolving Loans, the lesser of (1) the Specified Currency Availability with respect to such currency and (2) the Total Specified Currency Availability).

(b) Each Lender shall make each Loan (other than a Swingline Loan, as to which this Section 2.2 shall not apply, and a Multi-Currency Revolving Loan) to be made by it on the proposed date thereof by wire transfer of immediately available funds to the Administrative Agent in New York, New York, not later than 12:00 noon, New York City time (or, in connection with an ABR Loan to be made on the same day on which a notice is submitted, 12:30 p.m., New York City time) and the Administrative Agent shall by 3:00 p.m., New York City time, credit the amounts so received to the general deposit account of the relevant Borrower with the Administrative Agent. Each Lender shall make each Multi-Currency Revolving Loan to be made by it on the proposed date thereof by wire transfer of immediately available funds to the Administrative Agent at its offices at J.P. Morgan Europe Limited, 125 London Wall, London, England EC2Y 5AJ, United Kingdom, not later than (i) in the case of any Multi-Currency Revolving Loan denominated in Euros or Sterling, 1:00 p.m., London time, or (ii) in the case of any Multi-Currency Revolving Loan denominated in Yen, 11:00 a.m., Tokyo time, and the Administrative Agent shall by 3:00 p.m., New York City time, credit the amounts so received to the general deposit account of the relevant Borrower with the Administrative Agent.

SECTION 2.3. *Competitive Bid Procedure.* (a) In order to request Competitive Bids, the relevant Borrower shall hand deliver or telecopy to the Administrative Agent a duly completed Competitive Bid Request in the form of Exhibit B-1, to be received by the Administrative Agent (i) in the case of a Eurocurrency Competitive Loan in Dollars, not later than 10:00 a.m., New York City time, four Business Days before a proposed Competitive Loan, (ii) in the case of a Eurocurrency Competitive Loan in a Foreign Currency, not later than 10:00 a.m., New York City time, five Business Days before a proposed Competitive Loan, (iii) in the case of an Absolute Rate Loan in Dollars, not later than 10:00 a.m., New York City time, one Business Day before a proposed Competitive Loan and (iv) in the case of an Absolute Rate Loan in a Foreign Currency, not later than 10:00 a.m., New York City time, three Business Day before a proposed Competitive Loan. A Competitive Bid Request (A) that does not conform substantially to the format of Exhibit B-1 may be rejected in the Administrative Agent's discretion (exercised in good faith), and (B) for a Competitive Loan denominated in a Foreign Currency will be rejected by the Administrative Agent if, after giving effect thereto, the Dollar equivalent of the aggregate face amount of all Competitive Loans denominated in Foreign Currencies then outstanding would exceed $150,000,000 or if the Total Facility Exposure would exceed the Total Commitment then in effect, as determined by the Administrative Agent, and, in each case, the Administrative Agent shall promptly notify the relevant Borrower of such rejection by telephone, confirmed by telecopier. Such request shall in each case refer to this Agreement and specify (w) whether the Competitive Loan then being requested is to be a Eurocurrency Competitive Loan or an Absolute Rate Loan, (x) the currency, (y) the date of such Loan (which shall be a Business Day) and the aggregate principal amount thereof which

shall be in a minimum principal amount of the equivalent of $5,000,000 and, in the case of a Competitive Bid for a Competitive Loan in Dollars, in an integral multiple of $1,000,000, and (z) the Interest Period with respect thereto (which may not end after the Revolving Credit Maturity Date). Promptly after its receipt of a Competitive Bid Request that is not rejected as aforesaid (and in any event by 5:00 p.m., New York City time, on the date of such receipt if such receipt occurs by the time specified in the first sentence of this paragraph), the Administrative Agent shall invite by telecopier (in the form set forth in Exhibit B-2) the Lenders to bid, on the terms and conditions of this Agreement, to make Competitive Loans pursuant to such Competitive Bid Request.

(b) Each Lender may, in its sole discretion, make one or more Competitive Bids to the relevant Borrower responsive to a Competitive Bid Request. Each Competitive Bid must be received by the Administrative Agent by telecopier, in the form of Exhibit B-3, (i) in the case of a Eurocurrency Competitive Loan in Dollars, not later than 9:30 a.m., New York City time, three Business Days before a proposed Competitive Loan, (ii) in the case of a Eurocurrency Competitive Loan in a Foreign Currency, not later than 9:30 a.m., New York City time, four Business Days before a proposed Competitive Loan, (iii) in the case of an Absolute Rate Loan in Dollars, not later than 9:30 a.m., New York City time, on the day of a proposed Competitive Loan, and (iv) in the case of an Absolute Rate Loan in a Foreign Currency, not later than 9:30 a.m., New York City time, two Business Days before a proposed Competitive Loan. Multiple Competitive Bids will be accepted by the Administrative Agent. Competitive Bids that do not conform substantially to the format of Exhibit B-3 may be rejected by the Administrative Agent after conferring with, and upon the instruction of, the relevant Borrower, and the Administrative Agent shall notify the Lender making such nonconforming Competitive Bid of such rejection as soon as practicable. Each Competitive Bid shall refer to this Agreement and specify (x) the principal amount in the relevant currency (which shall be in a minimum principal amount of the equivalent of $5,000,000 and, in the case of a Competitive Bid for a Competitive Loan in Dollars, in an integral multiple of $1,000,000 and which may equal the entire principal amount of the Competitive Loan requested by the relevant Borrower) of the Competitive Loan or Loans that the applicable Lender is willing to make to the relevant Borrower, (y) the Competitive Bid Rate or Rates at which such Lender is prepared to make the Competitive Loan or Loans and (z) the Interest Period and the last day thereof. A Competitive Bid submitted pursuant to this paragraph (b) shall be irrevocable (subject to the satisfaction of the conditions to borrowing set forth in Article IV).

(c) The Administrative Agent shall promptly (and in any event by 10:15 a.m., New York City time, on the date on which such Competitive Bids shall have been made) notify the relevant Borrower by telecopier of all the Competitive Bids made, the Competitive Bid Rate and the principal amount in the relevant currency of each Competitive Loan in respect of which a Competitive Bid was made and the identity of the Lender that made each Competitive Bid. The Administrative Agent shall send a copy of all Competitive Bids to the relevant Borrower for its records as soon as practicable after completion of the bidding process set forth in this Section 2.3.

(d) The relevant Borrower may in its sole and absolute discretion, subject only to the provisions of this paragraph (d), accept or reject any Competitive Bid referred to in paragraph (c) above. The relevant Borrower shall notify the Administrative Agent by telephone, confirmed by telecopier in such form as may be agreed upon by such Borrower and the Administrative Agent, whether and to what extent it has decided to accept or reject any of or all the Competitive Bids referred to in paragraph (c) above, (i) in the case of a Eurocurrency Competitive Loan in Dollars, not later than 11:00 a.m., New York City time, three Business Days before a proposed Competitive Loan, (ii) in the case of a Eurocurrency Competitive Loan in a Foreign Currency, not later than 11:00 a.m., New York City time, four Business Days before a proposed Competitive Loan, (iii) in the case of an Absolute Rate Loan in Dollars, not later than 11:00 a.m., New York City time, on the day of a proposed Competitive Loan, and (iv) in the case of an Absolute Rate Loan in a Foreign Currency, not later than 11:00 a.m., New York City time, on the

Business Day before a proposed Competitive Loan; *provided, however*, that (A) the failure by such Borrower to give such notice shall be deemed to be a rejection of all the Competitive Bids referred to in paragraph (c) above, (B) such Borrower shall not accept a Competitive Bid made at a particular Competitive Bid Rate if it has decided to reject a Competitive Bid made at a lower Competitive Bid Rate, (C) the aggregate amount of the Competitive Bids accepted by such Borrower shall not exceed the principal amount specified in the Competitive Bid Request (but may be less than that requested), (D) if such Borrower shall accept a Competitive Bid or Competitive Bids made at a particular Competitive Bid Rate but the amount of such Competitive Bid or Competitive Bids shall cause the total amount of Competitive Bids to be accepted by it to exceed the amount specified in the Competitive Bid Request, then such Borrower shall accept a portion of such Competitive Bid or Competitive Bids in an amount equal to the amount specified in the Competitive Bid Request less the amount of all other Competitive Bids accepted with respect to such Competitive Bid Request, which acceptance, in the case of multiple Competitive Bids at such Competitive Bid Rate, shall be made *pro rata* in accordance with the amount of each such Competitive Bid at such Competitive Bid Rate, and (E) except pursuant to clause (D) above, no Competitive Bid shall be accepted for a Competitive Loan unless such Competitive Loan is in a minimum principal amount of the equivalent of $5,000,000 and, in the case of a Competitive Bid for a Competitive Loan in Dollars, an integral multiple of $1,000,000; *provided, further, however*, that if a Competitive Loan must be in an amount less than the equivalent of $5,000,000 because of the provisions of clause (D) above, such Competitive Loan may be for a minimum of, in the case of a Competitive Bid for a Competitive Loan in Dollars, $1,000,000 or any integral multiple thereof, and in calculating the *pro rata* allocation of acceptances of portions of multiple Competitive Bids at a particular Competitive Bid Rate pursuant to clause (D) above the amounts shall be rounded to integral multiples of the equivalent of $1,000,000 (or, in the case of a Competitive Bid for a Competitive Loan in a Foreign Currency, a multiple selected by the Administrative Agent) in a manner which shall be in the discretion of such Borrower. A notice given by any Borrower pursuant to this paragraph (d) shall be irrevocable.

(e) The Administrative Agent shall promptly notify each bidding Lender whether or not its Competitive Bid has been accepted (and if so, in what amount and at what Competitive Bid Rate) by telecopy sent by the Administrative Agent, and each successful bidder will thereupon become bound, subject to the other applicable conditions hereof, to make the Competitive Loan in respect of which its Competitive Bid has been accepted.

(f) On the date the Competitive Loan is to be made, each Lender participating therein shall (i) if such Competitive Loan is to be made in Dollars, make available its share of such Competitive Loan in Dollars not later than 2:00 p.m. New York City time, in immediately available funds, in New York to the Administrative Agent as notified by the Administrative Agent by two Business Days notice and (ii) if such Competitive Loan is to be made in a Foreign Currency, make available its share of such Competitive Loan in such Foreign Currency, other than Yen, not later than 11:00 a.m. London time, and for such Competitive Loan to be made in Yen, not later than 11:00 a.m., Tokyo time, in immediately available funds, in London to the Administrative Agent as notified by the Administrative Agent by one Business Day's notice.

(g) If the Lender which is the Administrative Agent shall elect to submit a Competitive Bid in its capacity as a Lender, it shall submit such Competitive Bid directly to the relevant Borrower at least one quarter of an hour earlier than the latest time at which the other Lenders are required to submit their Competitive Bids to the Administrative Agent pursuant to paragraph (b) above.

(h) All notices required by this Section 2.3 shall be given in accordance with Section 9.1.

Name	Beneficial Ownership of Equity Securities			
	Title of Security	Number of Shares		Percent of Class
Lawrence P. Tu	Class A Common	0		*
	Class B Common	31,161	(1)(2)	*
Current directors and executive officers as a group, other than the interests of Mr. Redstone (20 persons)	Class A Common	123,176	(4)	*
	Class B Common	9,513,327	(1)(2)(3)(4)(7)	2.0%
National Amusements 846 University Avenue Norwood, MA 02062	Class A Common	30,110,899	(8)	79.6%
	Class B Common	9,430,250	(8)	2.0%
Mario J. Gabelli *et al.* (9) GAMCO Investors, Inc. One Corporate Center Rye, NY 10580-1435	Class A Common	4,411,381		11.7%
GRUSS Capital Management, L.P. *et al.* (10) GRUSS Capital Management, L.P. 510 Madison Avenue, 16th Floor New York, NY 10022	Class A Common	2,100,166		5.6%

* Represents less than 1% of the outstanding shares of the class.

(1) Includes the following shares of the Company's Class B Common Stock (a) which the indicated named executive officer or director had the right to acquire on or within 60 days from February 28, 2015, through the exercise of stock options: Ambrosio, 346,241; Andelman, 30,558; Califano, 30,558; Cohen, 1,698; Countryman, 33,106; Gifford, 43,292; Goldberg, 1,698; Gordon, 15,279; Griego, 15,279; Ianniello, 486,530; Kopelson, 33,106; Moonves, 4,727,441; Shari Redstone, 30,558; Sumner Redstone, 98,814; Salerno, 1,698; and Tu, 19,199; and (b) underlying restricted share units ("RSUs") which will vest within 60 days from February 28, 2015 held by the indicated executive officer: Tu, 72.

(2) Includes shares held through the CBS 401(k) Plan.

(3) Includes the following number of shares of the Company's Class B Common Stock (a) owned by family members but as to which, except in the case of Ms. Griego, the indicated person disclaims beneficial ownership: Califano, 927; Griego, 6,000; Ianniello, 2,320; and Moonves, 4,636; (b) held by trusts, as to which the indicated director has shared voting and investment power: Goldberg, 5,000; Moonves, 238,163; and Shari Redstone, 1,500; (c) held in family trusts, as to which the indicated person has sole voting and investment power: Ambrosio, 103,499; and Moonves: 455,595; and (d) held in family trusts, as to which the indicated person's family member has voting and investment power: Ambrosio, 24,001; and Gifford, 1,500.

(4) Includes (a) the following Company Class A Common Stock phantom units and Class B Common Stock phantom units credited pursuant to the Company's deferred compensation plans for Outside Directors: Andelman, 24,524 Class A and 24,639 Class B; Califano, 3,014 Class A and 3,032 Class B; Cohen, 28,598 Class A and 28,741 Class B; Countryman, 6,432 Class A and 6,435 Class B; Kopelson, 3,523 Class A and 3,520 Class B; Morris, 20,807 Class A and 20,908 Class B; Shari Redstone, 11,445 Class A and 11,492 Class B; and Salerno, 24,833 Class A and 24,936 Class B (including 7,918 Class A and 7,946 Class B, which amounts were deferred prior to December 31, 2005 (the completion date of the separation (the "Separation") of former Viacom Inc. ("Former Viacom") into two publicly traded companies, CBS Corporation and new Viacom Inc. ("Viacom")), and are held in an account in Mr. Salerno's name at Viacom); and (b) the following shares of the Company's Class B Common Stock underlying vested RSUs for which settlement has been deferred: Andelman, 51,887; Califano, 51,887; Cohen, 51,887; Countryman, 44,201; Gifford, 49,350; Gordon, 46,518; Griego, 25,916; Kopelson, 3,773; Morris, 44,201; Shari Redstone, 31,573; and Salerno, 37,221. Pursuant to the governing plans, the phantom common stock units are payable in cash and the RSUs are payable in shares of the Company's Class B Common Stock following termination of service as a director.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth as of February 28, 2015, unless otherwise indicated, information concerning the beneficial ownership of the Company's Class A and Class B Common Stock by (i) each current director and director nominee, (ii) each named executive officer and (iii) the current directors and executive officers of the Company as a group. Each person has sole voting and investment power over the shares reported, except as noted. Also set forth below is information concerning the beneficial ownership by each person, or group of affiliated persons, who is known by the Company to beneficially own 5% or more of the Company's Class A Common Stock. As of February 28, 2015 there were 37,826,904 shares of the Company's Class A Common Stock outstanding and 460,468,429 shares of the Company's Class B Common Stock outstanding.

	Beneficial Ownership of Equity Securities			
Name	Title of Security	Number of Shares		Percent of Class
Anthony G. Ambrosio	Class A Common	0		*
	Class B Common	528,674	(1)(2)(3)	*
David R. Andelman	Class A Common	24,524	(4)	*
	Class B Common	107,084	(1)(4)	*
Joseph A. Califano, Jr.	Class A Common	3,014	(4)	*
	Class B Common	88,416	(1)(3)(4)	*
William S. Cohen	Class A Common	28,598	(4)	*
	Class B Common	82,326	(1)(4)	*
Gary L. Countryman	Class A Common	6,432	(4)	*
	Class B Common	85,601	(1)(4)	*
Charles K. Gifford	Class A Common	0		*
	Class B Common	98,142	(1)(3)(4)	*
Leonard Goldberg	Class A Common	0		*
	Class B Common	53,198	(1)(3)	*
Bruce S. Gordon	Class A Common	0		*
	Class B Common	64,292	(1)(4)	*
Linda M. Griego	Class A Common	0		*
	Class B Common	50,302	(1)(3)(4)	*
Joseph R. Ianniello	Class A Common	0		*
	Class B Common	707,922	(1)(2)(3)	*
Arnold Kopelson	Class A Common	3,523	(4)	*
	Class B Common	82,800	(1)(4)	*
Leslie Moonves	Class A Common	0		*
	Class B Common	6,766,664	(1)(2)(3)	1.5%
Doug Morris	Class A Common	20,807	(4)	*
	Class B Common	65,109	(4)	*
Shari Redstone	Class A Common	11,445	(4)(5)	*
	Class B Common	97,894	(1)(3)(4)(5)	*
Sumner M. Redstone	Class A Common	30,110,939	(6)	79.6%
	Class B Common	9,731,557	(1)(6)	2.1%
Frederic V. Salerno	Class A Common	24,833	(4)	*
	Class B Common	70,835	(1)(4)	*

CBS CORPORATION'S BOARD OF DIRECTORS

The Company's Board of Directors is currently comprised of 14 members: David R. Andelman, Joseph A. Califano, Jr., William S. Cohen, Gary L. Countryman, Charles K. Gifford, Leonard Goldberg, Bruce S. Gordon, Linda M. Griego, Arnold Kopelson, Leslie Moonves, Doug Morris, Shari Redstone, Sumner M. Redstone and Frederic V. Salerno. All of the current members of the Board were elected at the Company's 2014 Annual Meeting of Stockholders.

During 2014, the Board held 7 meetings and also acted by unanimous written consent. Each incumbent director attended at least 75% of the meetings of the Board and Board Committees on which such director served during 2014. In addition to Board and Committee meetings, directors are expected to attend the Annual Meeting, and all of the directors standing for election in 2014 were present at the Company's 2014 Annual Meeting of Stockholders.

In accordance with the Guidelines and the NYSE listing standards, the non-management directors meet separately, without directors who are Company employees, at least two times each year, and at such other times as they deem appropriate. The independent directors also meet separately, without those directors who are not independent as determined by the Board, at least two times each year, and at such other times as they deem appropriate. The members of the Nominating and Governance Committee preside at meetings of the non-management directors and independent directors on a rotating basis. During 2014, the non-management directors met 6 times, and the independent directors met 6 times.

Director Independence

The Company's Guidelines provide that a majority of the Company's directors must be independent of the Company, as "independence" is defined in the NYSE listing standards and in the Guidelines. The NYSE listing standards set forth five "bright-line" tests that require a finding that a director is not independent if the director fails any of the tests. In addition, the NYSE listing standards provide that a director is not independent unless the Board affirmatively determines that the director has no "material relationship" with the Company. The Guidelines set forth categorical standards to assist the Board in determining what constitutes a "material relationship" with the Company. Generally under these categorical standards, the following relationships are deemed not to be material:

- The types of relationships identified by the NYSE listing standards' "bright-line" tests, if they occurred more than five years ago (the Board will review any such relationship if it occurred more than three but less than five years ago);
- A relationship whereby the director has received, or an immediate family member of the director has received for service as an executive officer, less than $120,000 in direct compensation from the Company during any 12-month period within the last three years; and
- A relationship where the director is an executive officer or employee, or an immediate family member of the director is an executive officer, of the following:
  - a company that made payments to, or received payments from, the Company for property or services in an amount that, in any of the last three fiscal years, is less than 1% of such company's annual consolidated gross revenues;
  - a company which is either indebted to or a creditor of the Company in an amount that is less than 1% of such company's total consolidated assets; and
  - a tax-exempt organization that received contributions from the Company in the prior fiscal year in an amount less than the greater of $500,000 or 1% of that organization's consolidated gross revenues.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
- ☐ Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material Pursuant to Section 240.14a-12

CBS Corporation

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  - (1) Title of each class of securities to which transaction applies:
  - (2) Aggregate number of securities to which transaction applies:
  - (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
  - (4) Proposed maximum aggregate value of transaction:
  - (5) Total fee paid:
- ☐ Fee paid previously with preliminary materials.
- ☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
  - (1) Amount Previously Paid:
  - (2) Form, Schedule or Registration Statement No.:
  - (3) Filing Party:
  - (4) Date Filed:

site. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on (A) the date of receipt if delivered by hand or overnight courier service or sent by telecopy or electronic mail, (B) the date of posting if given by web site access, (C) the date of such telephone call, if permitted by the terms hereof and if promptly confirmed in writing, or (D) on the date that is five Business Days after dispatch by registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.1 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.1. Any party hereto may change its address or telecopy number for notices and other communications hereunder by written notice to the Borrowers and the Administrative Agent.

SECTION 9.2. *Survival of Agreement.* All representations and warranties made hereunder and in any certificate delivered pursuant hereto or in connection herewith shall be considered to have been relied upon by the Agents and the Lenders and shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder, regardless of any investigation made by the Agents or the Lenders or on their behalf.

SECTION 9.3. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of each Borrower, each Agent and each Lender and their respective successors and assigns, except that CBS shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior consent of all the Lenders.

SECTION 9.4. *Successors and Assigns.* (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of each Borrower, any Agent or any Lender that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

(b) Each Lender may assign to one or more assignees (other than a natural person, a Defaulting Lender or any of its Subsidiaries, or any of the Borrowers or any of their respective Subsidiaries or Affiliates) all or a portion of its interests, rights and obligations under this Agreement (including all or a portion of its Commitment or Swingline Commitment and the Loans at the time owing to it); *provided, however,* that (i) except during the existence of an Event of Default under clause (a), (f) or (g) of Article VI or in the case of an assignment to a Lender or a Lender Affiliate (other than if at the time of such assignment, such Lender or Lender Affiliate would be entitled to require any Borrower to pay greater amounts under Section 2.20(a) than if no such assignment had occurred, in which case such assignment shall be subject to the consent requirement of this clause (i)), CBS, the Administrative Agent and each Issuing Lender must give their prior written consent to such assignment (which consent shall not be unreasonably withheld or delayed, (ii) (x) except in the case of assignments to any Person that is a Lender prior to giving effect to such assignment, the amount of the aggregate Commitments and/or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $10,000,000 (or, if applicable, the Dollar equivalent thereof) (or such lesser amount as may be agreed by the Administrative Agent) and (y) the amount of the aggregate Commitments and/or Loans retained by any assigning Lender (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $10,000,000 (or, if applicable, the Dollar equivalent thereof) (or such lesser amount as may be agreed by the Administrative Agent), unless (in the case of clause (x) or (y) above) the assigning Lender's Commitment and Loans (other than any Competitive Loans) are being reduced to $0 pursuant to such assignment, (iii) the assignor and assignee shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500 and (iv) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. Upon acceptance and

counterclaim in Dollars at the office of the Administrative Agent specified in Section 9.1. Notwithstanding the foregoing, any payments in respect of the CBS Obligations pursuant to this Section 8.2 with respect to any Loan denominated in any Foreign Currency (including principal of or interest on any such Loan or other amounts) hereunder shall be made without setoff or counterclaim to the Administrative Agent at its offices at J.P. Morgan Europe Limited, 125 London Wall, London, England EC2Y 5AJ, United Kingdom, in the relevant Foreign Currency and in immediately available funds.

(g) *Release of Guarantee*. Notwithstanding the foregoing, the guarantee contained in this Section 8.2 shall be released on the earlier of the date on which (i) all notes, debentures and bonds now or hereafter issued by CBS which carry a CBS Operations guarantee (the "*Bonds*") are paid in full or (ii) the guarantees of CBS Operations with respect to the Bonds are released. On such date, this Section 8.2, including without limitation Section 8.2(e), shall be deemed to have no legal effect whatsoever.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1. *Notices*. Notices and other communications provided for herein shall be in writing (or, where permitted to be made by telephone, shall be confirmed promptly in writing) and shall be delivered by hand or overnight courier service, mailed or sent by telecopier as follows:

(a) if to CBS, to it at 51 W. 52nd Street, New York, New York 10019, Attention of Treasurer (Telecopy No. (212) 597-4164), with a copy to Chief Legal Counsel (Telecopy No. (212) 975-4215);

(b) if to CBS Operations, to it at 51 W. 52nd Street, New York, New York 10019, Attention of Treasurer (Telecopy No. (212) 597-4164), with a copy to Chief Legal Counsel (Telecopy No. (212) 975-4215);

(c) if to the Administrative Agent, to it at JPMorgan Chase Bank, N.A., 383 Madison Avenue, 24th Floor, New York, New York, 10179, Attention: Sandeep Parihar (Telecopy No. (212) 270-3279), with a copy to (i) JPMorgan Chase Bank, N.A., Loan and Agency Services, 1111 Fannin Street, 10th Floor, Houston, Texas 77002, Attention: Jeremy M. Jones (Telecopy No. (713) 750-2878) and (ii) if such notice or other communication relates to a Multi-Currency Revolving Loan (including any Revolving Credit Borrowing Request for a Multi-Currency Revolving Loan), J.P. Morgan Europe Limited, 125 London Wall, London, England EC2Y 5AJ, United Kingdom, Attention: Sue Dalton (Telecopy No. 011-44-207-777-2360);

(d) if to any Issuing Lender, to it at the address for notices specified in the applicable Issuing Lender Agreement;

(e) if to a Lender, to it at its address (or telecopy number) set forth in Schedule 1.1 or in the Assignment and Acceptance pursuant to which such Lender shall have become a party hereto; and

(f) if to a Subsidiary Borrower, to it at its address set forth in the relevant Subsidiary Borrower Request.

Notwithstanding the foregoing, each of CBS, any other Borrower, the Administrative Agent, any Issuing Lender and any Lender may, in its discretion, provide any notice, report or other information to be provided under this Agreement to a Lender by (i) electronic mail to the electronic mail address provided by such Lender in its Administrative Questionnaire and/or (ii) through access to a web

waived, surrendered or released by the Administrative Agent or any Lender, and this Agreement and any other documents executed and delivered in connection herewith may be amended, modified, supplemented or terminated, in whole or in part, as the Required Lenders (or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the CBS Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any lien at any time held by it as security for the CBS Obligations or for the guarantee contained in this Section 8.2 or any property subject thereto.

(d) *Guarantee Absolute and Unconditional.* CBS Operations waives any and all notice of the creation, renewal, extension or accrual of any of the CBS Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 8.2 or acceptance of the guarantee contained in this Section 8.2; the CBS Obligations shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 8.2; and all dealings between CBS Operations or CBS, on the one hand, and the Administrative Agent and the Lenders, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 8.2. CBS Operations waives diligence, presentment, protest and demand for payment and notice of default or nonpayment to or upon CBS Operations or CBS with respect to the CBS Obligations. The guarantee contained in this Section 8.2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of this Agreement, any of the CBS Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) the legality under applicable requirements of law of repayment by CBS of any CBS Obligations or the adoption of any requirement of law purporting to render any CBS Obligations null and void, (c) any defense, setoff or counterclaim (other than a defense of payment or performance by CBS) which may at any time be available to or be asserted by CBS Operations against the Administrative Agent or any Lender, or (d) any other circumstance whatsoever (with or without notice to or knowledge of CBS Operations or CBS) which constitutes, or might be construed to constitute, an equitable or legal discharge of CBS for any of its CBS Obligations, or of CBS Operations under the guarantee contained in this Section 8.2, in bankruptcy or in any other instance. When the Administrative Agent or any Lender is pursuing its rights and remedies under this Section 8.2 against CBS Operations, the Administrative Agent or any Lender may, but shall be under no obligation to, pursue such rights and remedies as it may have against CBS or any other Person or against any collateral security or guarantee for the CBS Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to pursue such other rights or remedies or to collect any payments from CBS or any such other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of CBS or any such other Person or of any such collateral security, guarantee or right of offset, shall not relieve CBS Operations of any liability under this Section 8.2, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent and the Lenders against CBS Operations.

(e) *Reinstatement.* The guarantee contained in this Section 8.2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the CBS Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of CBS or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, CBS or any substantial part of its property, or otherwise, all as though such payments had not been made.

(f) *Payments.* CBS Operations hereby agrees that any payments in respect of the CBS Obligations pursuant to this Section 8.2 will be paid to the Administrative Agent without setoff or

SECTION 8.2. *CBS Operations Guarantee.* (a) *Guarantee.* In order to induce the Administrative Agent and the Lenders to become bound by this Agreement and to make the Loans hereunder to CBS, and in consideration thereof, CBS Operations hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to the Administrative Agent, for the ratable benefit of the Lenders, the prompt and complete payment and performance by CBS when due (whether at stated maturity, by acceleration or otherwise) of the CBS Obligations, and CBS Operations further agrees to pay any and all expenses (including, without limitation, all reasonable fees, charges and disbursements of counsel) which may be paid or incurred by the Administrative Agent or by the Lenders in enforcing, or obtaining advice of counsel in respect of, any of their rights under the guarantee contained in this Section 8.2(a). The guarantee contained in this Section 8.2(a), subject to Section 8.2(e), shall remain in full force and effect until the CBS Obligations are paid in full and the Commitments are terminated, notwithstanding that from time to time prior thereto CBS may be free from any CBS Obligations. CBS Operations agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent or any Lender on account of its liability under this Section 8.2, it will notify the Administrative Agent and such Lender in writing that such payment is made under the guarantee contained in this Section 8.2 for such purpose. No payment or payments made by CBS or any other Person or received or collected by the Administrative Agent or any Lender from CBS or any other Person by virtue of any action or proceeding or any setoff or appropriation or application, at any time or from time to time, in reduction of or in payment of the CBS Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of CBS Operations under this Section 8.2 which, notwithstanding any such payment or payments, shall remain liable for the unpaid and outstanding CBS Obligations until, subject to Section 8.2(e), the CBS Obligations are paid in full and the Commitments are terminated. Notwithstanding any other provision herein, the maximum liability of CBS Operations under this Section 8.2 shall in no event exceed the amount which can be guaranteed by CBS Operations under applicable law or the amount as a result of which the Section would not be fully enforceable against CBS Operations.

(b) *No Subrogation, etc.* Notwithstanding any payment or payments made by CBS Operations hereunder, or any setoff or application of funds of CBS Operations by the Administrative Agent or any Lender, CBS Operations shall not be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against CBS or against any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the CBS Obligations, nor shall CBS Operations seek or be entitled to seek any contribution, reimbursement, exoneration or indemnity from or against CBS in respect of payments made by CBS Operations hereunder, until all amounts owing to the Administrative Agent and the Lenders by CBS on account of the CBS Obligations are paid in full and the Commitments are terminated. So long as the CBS Obligations remain outstanding, if any amount shall be paid by or on behalf of CBS or any other Person to CBS Operations on account of any of the rights waived in this Section 8.2, such amount shall be held by CBS Operations in trust, segregated from other funds of CBS Operations, and shall, forthwith upon receipt by CBS Operations, be turned over to the Administrative Agent in the exact form received by CBS Operations (duly indorsed by CBS Operations to the Administrative Agent, if required), to be applied against the CBS Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

(c) *Amendments, etc. with respect to the CBS Obligations.* CBS Operations shall remain obligated under this Section 8.2 notwithstanding that, without any reservation of rights against CBS Operations, and without notice to or further assent by CBS Operations, any demand for payment of or reduction in the principal amount of any of the CBS Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender, and any of the CBS Obligations continued, and the CBS Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised,

proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 8.1 or acceptance of the guarantee contained in this Section 8.1; the Subsidiary Borrower Obligations shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 8.1; and all dealings between CBS or the Subsidiary Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 8.1. CBS waives diligence, presentment, protest and demand for payment and notice of default or nonpayment to or upon CBS or any Subsidiary Borrower with respect to the Subsidiary Borrower Obligations. The guarantee contained in this Section 8.1 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of this Agreement, any of the Subsidiary Borrower Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) the legality under applicable requirements of law of repayment by the relevant Subsidiary Borrower of any Subsidiary Borrower Obligations or the adoption of any requirement of law purporting to render any Subsidiary Borrower Obligations null and void, (c) any defense, setoff or counterclaim (other than a defense of payment or performance by the applicable Subsidiary Borrower) which may at any time be available to or be asserted by CBS against the Administrative Agent or any Lender, or (d) any other circumstance whatsoever (with or without notice to or knowledge of CBS or any Subsidiary Borrower) which constitutes, or might be construed to constitute, an equitable or legal discharge of any Subsidiary Borrower for any of its Subsidiary Borrower Obligations, or of CBS under the guarantee contained in this Section 8.1, in bankruptcy or in any other instance. When the Administrative Agent or any Lender is pursuing its rights and remedies under this Section 8.1 against CBS, the Administrative Agent or any Lender may, but shall be under no obligation to, pursue such rights and remedies as it may have against any Subsidiary Borrower or any other Person or against any collateral security or guarantee for the Subsidiary Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to pursue such other rights or remedies or to collect any payments from any Subsidiary Borrower or any such other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any Subsidiary Borrower or any such other Person or of any such collateral security, guarantee or right of offset, shall not relieve CBS of any liability under this Section 8.1, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent and the Lenders against CBS.

(e) *Reinstatement.* The guarantee contained in this Section 8.1 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Subsidiary Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Subsidiary Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Subsidiary Borrower or any substantial part of its property, or otherwise, all as though such payments had not been made.

(f) *Payments.* CBS hereby agrees that any payments in respect of the Subsidiary Borrower Obligations pursuant to this Section 8.1 will be paid to the Administrative Agent without setoff or counterclaim in Dollars at the office of the Administrative Agent specified in Section 9.1. Notwithstanding the foregoing, any payments in respect of the Subsidiary Borrower Obligations pursuant to this Section 8.1 with respect to any Loan denominated in any Foreign Currency (including principal of or interest on any such Loan or other amounts) hereunder shall be made without setoff or counterclaim to the Administrative Agent at its offices at J.P. Morgan Europe Limited, 125 London Wall, London, England EC2Y 5AJ, United Kingdom, in the relevant Foreign Currency and in immediately available funds.

prior thereto any Subsidiary Borrower may be free from any Subsidiary Borrower Obligations. CBS agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent or any Lender on account of its liability under this Section 8.1, it will notify the Administrative Agent and such Lender in writing that such payment is made under the guarantee contained in this Section 8.1 for such purpose. No payment or payments made by any Subsidiary Borrower or any other Person or received or collected by the Administrative Agent or any Lender from any Subsidiary Borrower or any other Person by virtue of any action or proceeding or any setoff or appropriation or application, at any time or from time to time, in reduction of or in payment of the Subsidiary Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of CBS under this Section 8.1 which, notwithstanding any such payment or payments, shall remain liable for the unpaid and outstanding Subsidiary Borrower Obligations until, subject to Section 8.1(e), the Subsidiary Borrower Obligations are paid in full and the Commitments are terminated. Notwithstanding any other provision herein, the maximum liability of CBS under this Section 8.1 shall in no event exceed the amount which can be guaranteed by CBS under applicable law.

(b) *No Subrogation, etc.* Notwithstanding any payment or payments made by CBS hereunder, or any setoff or application of funds of CBS by the Administrative Agent or any Lender, CBS shall not be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against any Subsidiary Borrower or against any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Subsidiary Borrower Obligations, nor shall CBS seek or be entitled to seek any contribution, reimbursement, exoneration or indemnity from or against any Subsidiary Borrower in respect of payments made by CBS hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Subsidiary Borrowers on account of the Subsidiary Borrower Obligations are paid in full and the Commitments are terminated. So long as the Subsidiary Borrower Obligations remain outstanding, if any amount shall be paid by or on behalf of any Subsidiary Borrower or any other Person to CBS on account of any of the rights waived in this Section 8.1, such amount shall be held by CBS in trust, segregated from other funds of CBS, and shall, forthwith upon receipt by CBS, be turned over to the Administrative Agent in the exact form received by CBS (duly indorsed by CBS to the Administrative Agent, if required), to be applied against the Subsidiary Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

(c) *Amendments, etc. with respect to the Subsidiary Borrower Obligations.* CBS shall remain obligated under this Section 8.1 notwithstanding that, without any reservation of rights against CBS, and without notice to or further assent by CBS, any demand for payment of or reduction in the principal amount of any of the Subsidiary Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender, and any of the Subsidiary Borrower Obligations continued, and the Subsidiary Borrower Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and this Agreement and any other documents executed and delivered in connection herewith may be amended, modified, supplemented or terminated, in whole or in part, as the Required Lenders (or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Subsidiary Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any lien at any time held by it as security for the Subsidiary Borrower Obligations or for the guarantee contained in this Section 8.1 or any property subject thereto.

(d) *Guarantee Absolute and Unconditional.* CBS waives any and all notice of the creation, renewal, extension or accrual of any of the Subsidiary Borrower Obligations and notice of or

With respect to the Loans made by them and their LC Exposure hereunder, the Agents in their individual capacity and not as Agents shall have the same rights and powers as any other Lender and may exercise the same as though they were not Agents, and the Agents and their affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrowers or any of their respective Subsidiaries or any Affiliate thereof as if they were not Agents.

Each Lender agrees (i) to reimburse the Administrative Agent in the amount of its *pro rata* share (based on its Total Facility Percentage or, after the date on which the Loans shall have been paid in full, based on its Total Facility Percentage immediately prior to such date) of any reasonable, out-of-pocket expenses incurred for the benefit of the Lenders by the Administrative Agent, including reasonable counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders, which shall not have been reimbursed by or on behalf of any Borrower and (ii) to indemnify and hold harmless the Administrative Agent and any of its directors, officers, employees or agents, in the amount of such *pro rata* share, from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against it in its capacity as Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by it under this Agreement, to the extent the same shall not have been reimbursed by or on behalf of CBS; *provided*, that no Lender shall be liable to the Administrative Agent or any such director, officer, employee or agent for any portion of such liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Administrative Agent or any of its directors, officers, employees or agents.

Each Lender and Issuing Lender acknowledges that it has, independently and without reliance upon the Agents or any other Lender or Issuing Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or Issuing Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Neither the Co-Documentation Agents, the Syndication Agent, the Joint Lead Arrangers nor any managing agent shall have any duties or responsibilities hereunder in its capacity as such.

ARTICLE VIII

GUARANTEES

SECTION 8.1. *CBS Guarantee.* (a) *Guarantee.* In order to induce the Administrative Agent and the Lenders to become bound by this Agreement and to make the Loans hereunder to the Subsidiary Borrowers, and in consideration thereof, CBS hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, to the Administrative Agent, for the ratable benefit of the Lenders, the prompt and complete payment and performance by each Subsidiary Borrower when due (whether at stated maturity, by acceleration or otherwise) of the Subsidiary Borrower Obligations, and CBS further agrees to pay any and all expenses (including, without limitation, all reasonable fees, charges and disbursements of counsel) which may be paid or incurred by the Administrative Agent or by the Lenders in enforcing, or obtaining advice of counsel in respect of, any of their rights under the guarantee contained in this Section 8.1(a). The guarantee contained in this Section 8.1(a), subject to Section 8.1(e), shall remain in full force and effect until the Subsidiary Borrower Obligations are paid in full and the Commitments are terminated, notwithstanding that from time to time

connection with its agency hereunder, and (c) to distribute to each Lender and Issuing Lender copies of all notices, financial statements and other materials delivered by any Borrower pursuant to this Agreement as received by the Administrative Agent.

Neither any Agent nor any of its directors, officers, employees or agents shall be liable as such for any action taken or omitted by any of them except for its or his own gross negligence or willful misconduct, or be responsible for any statement, warranty or representation herein or the contents of any document delivered in connection herewith, or be required to ascertain or to make any inquiry concerning the performance or observance by any Borrower of any of the terms, conditions, covenants or agreements contained in this Agreement. The Agents shall not be responsible to the Lenders for the due execution, genuineness, validity, enforceability or effectiveness of this Agreement or other instruments or agreements. None of the Agents, the Borrowers or CBS Operations shall be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing, and no provision in the Loan Documents and no course of dealing between the parties hereto shall be deemed to create any fiduciary duty owing to any Agent, any Lender, any Borrower, CBS Operations or any other Subsidiary, or any of their respective Affiliates, by any party hereto. The Administrative Agent shall in all cases be fully protected in acting, or refraining from acting, in accordance with written instructions signed by the Required Lenders (or, when expressly required hereby, all the Lenders) and, except as otherwise specifically provided herein, such instructions and any action or inaction pursuant thereto shall be binding on all the Lenders and the Issuing Lenders. The Administrative Agent shall, in the absence of knowledge to the contrary, be entitled to rely on any instrument or document believed by it in good faith to be genuine and correct and to have been signed or sent by the proper Person or Persons. Neither the Agents nor any of their directors, officers, employees or agents shall have any responsibility to any Borrower on account of the failure of or delay in performance or breach by any Lender or Issuing Lender of any of its obligations hereunder or to any Lender or Issuing Lender on account of the failure of or delay in performance or breach by any other Agent, any other Lender or Issuing Lender or any Borrower of any of their respective obligations hereunder or in connection herewith. The Administrative Agent may execute any and all duties hereunder by or through agents or employees and shall be entitled to rely upon the advice of legal counsel selected by it with respect to all matters arising hereunder and shall not be liable for any action taken or suffered in good faith by it in accordance with the advice of such counsel.

The Lenders and the Issuing Lenders hereby acknowledge that the Administrative Agent shall be under no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement unless it shall be requested in writing to do so by the Required Lenders.

Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by notifying the Lenders, the Issuing Lenders and the Borrowers. Upon any such resignation, the Required Lenders shall have the right to appoint from the Lenders a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint from the Lenders a successor Administrative Agent which shall be a bank with an office in New York, New York, having a combined capital and surplus of at least $500,000,000 or an affiliate of any such bank, which successor shall be acceptable to CBS (such acceptance not to be unreasonably withheld). Upon the acceptance of any appointment as Administrative Agent hereunder by a successor bank, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 9.5 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

(i) an event or condition specified in Section 5.1(e) shall occur or exist with respect to any Plan or Multiemployer Plan and, as a result of such event or condition, together with all other such events or conditions, CBS or any ERISA Affiliate shall incur or shall be reasonably likely to incur a liability to a Plan, a Multiemployer Plan or PBGC (or any combination of the foregoing) which would constitute a Material Adverse Effect; or

(j) the guarantee (i) by CBS contained in Section 8.1 shall cease, for any reason, to be in full force and effect or CBS shall so assert or (ii) by CBS Operations contained in Section 8.2 shall cease, for any reason except pursuant to Section 8.2(g), to be in full force and effect or CBS Operations shall so assert;

then and in every such event (other than an event with respect to CBS described in paragraph (f) or (g) above), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to CBS, take any or all of the following actions, at the same or different times: (I) terminate forthwith the Commitments, (II) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of each Borrower accrued hereunder, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by each Borrower, anything contained herein to the contrary notwithstanding, and (III) require that CBS deposit cash with the Administrative Agent, in an amount equal to the Aggregate LC Exposure, as collateral security for the repayment of any future LC Disbursements; and in any event with respect to any Borrower described in paragraph (f) or (g) above, (A) if such Borrower is CBS, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of each Borrower accrued hereunder, shall automatically become due and payable and CBS shall be required to deposit cash with the Administrative Agent, in an amount equal to the Aggregate LC Exposure, as collateral security for the repayment of any future drawings under the Letters of Credit and (B) if such Borrower is a Subsidiary Borrower, the principal of the Loans made to such Subsidiary Borrower then outstanding, together with accrued interest thereon and all other liabilities of such Subsidiary Borrower accrued hereunder, shall automatically become due and payable and such Subsidiary Borrower shall be required to deposit cash with the Administrative Agent, in an amount equal to the outstanding Letters of Credit issued to such Subsidiary Borrower, as collateral security for the repayment of any future drawings under the Letters of Credit, in each case without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by each Borrower, anything contained herein to the contrary notwithstanding.

ARTICLE VII

THE AGENTS

In order to expedite the transactions contemplated by this Agreement, each Agent is hereby appointed to act as Agent on behalf of the Lenders. Each of the Lenders and the Issuing Lenders hereby irrevocably authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are specifically delegated to the Administrative Agent by the terms and provisions hereof, together with such actions and powers as are reasonably incidental thereto. The Administrative Agent is hereby expressly authorized by the Lenders and the Issuing Lenders, without hereby limiting any implied authority, (a) to receive on behalf of the Lenders and Issuing Lenders all payments of principal of and interest on the Loans and the LC Disbursements and all other amounts due to the Lenders and the Issuing Lenders hereunder, and promptly to distribute to each Lender and Issuing Lender its proper share of each payment so received; (b) to give notice on behalf of each of the Lenders to the Borrowers of any Event of Default specified in this Agreement of which the Administrative Agent has actual knowledge acquired in

(c) (i) CBS shall default in the performance of any of its obligations under Section 5.7 or 5.8, (ii) CBS shall default in the performance of any of its obligations under Section 5.4 and, in the case of this clause (ii), such default shall continue unremedied for a period of five days after notice thereof to CBS by the Administrative Agent or the Required Lenders (through the Administrative Agent), or (iii) CBS shall default in the performance of any of its other obligations under this Agreement and, in the case of this clause (iii), such default shall continue unremedied for a period of 15 days after notice thereof to CBS by the Administrative Agent or the Required Lenders (through the Administrative Agent);

(d) CBS or any of its Subsidiaries shall (i) fail to pay at final maturity any Indebtedness in an aggregate amount in excess of $250,000,000, or (ii) fail to make any payment (whether of principal, interest or otherwise), regardless of amount, due in respect of, or fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing, any such Indebtedness, in excess of $250,000,000 if the effect of any failure referred to in this clause (ii) has caused such Indebtedness to become due prior to its stated maturity (it being agreed that for purposes of this paragraph (d) only, the term "*Indebtedness*" shall include obligations under any interest rate protection agreement, foreign currency exchange agreement or other interest or exchange rate hedging agreement and that the amount of any Person's obligations under any such agreement shall be the net amount that such Person could be required to pay as a result of a termination thereof by reason of a default thereunder);

(e) CBS or any of its Material Subsidiaries shall admit in writing its inability, or be generally unable, to pay its debts as such debts become due;

(f) CBS or any of its Material Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, trustee or liquidator of itself or of all or a substantial part of its Property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (vi) take any corporate action for the purpose of effecting any of the foregoing;

(g) a proceeding or a case shall be commenced, without the application or consent of CBS or any of its Material Subsidiaries, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of CBS or such Material Subsidiary or of all or any substantial part of its assets or (iii) similar relief in respect of CBS or such Material Subsidiary under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 or more days; or an order for relief against CBS or such Material Subsidiary shall be entered in an involuntary case under the Bankruptcy Code;

(h) subject to Schedule VI(h), a final judgment or judgments for the payment of money in excess of $250,000,000 in the aggregate shall be rendered by one or more courts, administrative tribunals or other bodies having jurisdiction against CBS and/or any of its Material Subsidiaries and the same shall not be paid or discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within 60 days from the date of entry thereof and CBS or the relevant Material Subsidiary shall not, within said period of 60 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal;

(i) No Borrower shall have the right to prepay any Competitive Loan without the consent of the Lender or Lenders making such Competitive Loan.

SECTION 2.4. *Revolving Credit Borrowing Procedure.* In order to request a Revolving Credit Loan, the relevant Borrower shall hand deliver or telecopy to the Administrative Agent a Revolving Credit Borrowing Request in the form of Exhibit B-4 (a) in the case of a Eurocurrency Revolving Credit Loan denominated in Dollars, not later than 11:00 a.m., New York City time, three Business Days before a proposed borrowing, (b) in the case of a Multi-Currency Revolving Loan, 8:00 a.m., New York City time, three Business Days before a proposed borrowing and (c) in the case of an ABR Revolving Credit Loan, not later than 11:00 a.m., New York City time, on the day of a proposed borrowing. Such notice shall be irrevocable and shall in each case specify (i) whether the Revolving Credit Loan then being requested is to be a Eurocurrency Revolving Credit Loan or an ABR Revolving Credit Loan, (ii) the date of such Revolving Credit Loan (which shall be a Business Day) and the amount thereof; (iii) in the case of a Eurocurrency Revolving Credit Loan, the Interest Period with respect thereto; and (iv) in the case of a Multi-Currency Revolving Loan, the currency in which such Loan shall be denominated. The Administrative Agent shall promptly advise the Lenders of any notice given pursuant to this Section 2.4 and of each Lender's portion of the requested Loan.

SECTION 2.5. *Repayment of Loans.* Each Borrower shall repay all outstanding Revolving Credit Loans and ABR Swingline Loans made to it, in each case on the Revolving Credit Maturity Date (or such earlier date on which the Commitments shall terminate in accordance herewith). Each Borrower shall repay Quoted Swingline Loans and Competitive Loans made to it, in each case on the Maturity Date applicable thereto. Each Loan shall bear interest from and including the date thereof on the outstanding principal balance thereof as set forth in Section 2.10. For the avoidance of doubt, subject to Article VIII, each Borrower's obligations hereunder are and shall be the several obligations of such Borrower, and shall not be the joint and several obligations of the Borrowers.

SECTION 2.6. *Swingline Loans.* (a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Swingline Lender agrees, severally and not jointly, at any time and from time to time on and after the Effective Date and until the earlier of the Business Day immediately preceding the Revolving Credit Maturity Date and the termination of the Swingline Commitment of such Swingline Lender, (i) to make available to any Swingline Borrower Swingline Loans ("*Quoted Swingline Loans*") on the basis of quoted interest rates (each, a "*Quoted Swingline Rate*") furnished by such Swingline Lender from time to time in its discretion to such Swingline Borrower (through the Administrative Agent) and accepted by such Swingline Borrower in its discretion and (ii) to make Swingline Loans ("*ABR Swingline Loans*") to any Swingline Borrower bearing interest at a rate equal to the Alternate Base Rate in an aggregate principal amount (in the case of this clause (ii)) not to exceed such Swingline Lender's Swingline Commitment; *provided*, that after giving effect to each Swingline Loan, (A) the Total Facility Exposure shall not exceed the Total Commitment then in effect and (B) such Swingline Lender's Outstanding Revolving Extensions of Credit shall not exceed its Commitment. The aggregate outstanding principal amount of the Quoted Swingline Loans of any Swingline Lender, when added to the aggregate outstanding principal amount of the ABR Swingline Loans of such Swingline Lender, may exceed such Swingline Lender's Swingline Commitment; *provided*, that in no event shall the aggregate outstanding principal amount of the Swingline Loans exceed the aggregate Swingline Commitments then in effect. Each Quoted Swingline Loan shall be made only by the Swingline Lender furnishing the relevant Quoted Swingline Rate. Each ABR Swingline Loan shall be made by the Swingline Lenders ratably in accordance with their respective Swingline Percentages. The Swingline Loans shall be made in a minimum aggregate principal amount of $5,000,000 or an integral multiple of $1,000,000 in excess thereof (or an aggregate principal amount equal to the remaining balance of the available Swingline Commitments). Each Swingline Lender shall make the portion of each Swingline Loan to be made by it available to any Swingline Borrower by means

of a credit to the general deposit account of such Swingline Borrower with the Administrative Agent or, with notice to the Administrative Agent, a wire transfer, at the expense of such Swingline Borrower, to an account designated in writing by such Swingline Borrower, in each case by 3:30 p.m., New York City time, on the date such Swingline Loan is requested to be made pursuant to paragraph (b) below, in immediately available funds. Each Swingline Borrower may borrow, prepay and reborrow Swingline Loans on or after the Effective Date and prior to the Revolving Credit Maturity Date (or such earlier date on which the Commitments shall terminate in accordance herewith) on the terms and subject to the conditions and limitations set forth herein.

(b) The relevant Swingline Borrower shall give the Administrative Agent telephonic, written or telecopy notice substantially in the form of Exhibit B-5 (in the case of telephonic notice, such notice shall be promptly confirmed by telecopy) no later than 2:30 p.m., New York City time (or, in the case of a proposed Quoted Swingline Loan, 12:00 noon, New York City time), on the day of a proposed Swingline Loan. Such notice shall be delivered on a Business Day, shall be irrevocable (subject, in the case of Quoted Swingline Loans, to receipt by the relevant Swingline Borrower of Quoted Swingline Rates acceptable to it) and shall refer to this Agreement and shall specify the requested date (which shall be a Business Day) and amount of such Swingline Loan. The Administrative Agent shall promptly advise the Swingline Lenders of any notice received from any Swingline Borrower pursuant to this paragraph (b). In the event that a Swingline Borrower accepts a Quoted Swingline Rate in respect of a proposed Quoted Swingline Loan, it shall notify the Administrative Agent (which shall in turn notify the relevant Swingline Lender) of such acceptance no later than 2:30 p.m., New York City time, on the relevant borrowing date.

(c) In the event that any ABR Swingline Loan shall be outstanding for more than five Business Days, the Administrative Agent shall, on behalf of the relevant Swingline Borrower (which hereby irrevocably directs and authorizes the Administrative Agent to act on its behalf), request each Lender, including the Swingline Lenders, to make an ABR Revolving Credit Loan in an amount equal to such Lender's Revolving Credit Percentage of the principal amount of such ABR Swingline Loan. Unless an event described in Article VI, paragraph (f) or (g), has occurred and is continuing, each Lender will make the proceeds of its Revolving Credit Loan available to the Administrative Agent for the account of the Swingline Lenders at the office of the Administrative Agent prior to 12:00 noon, New York City time, in funds immediately available on the Business Day next succeeding the date such notice is given. The proceeds of such Revolving Credit Loans shall be immediately applied to repay the ABR Swingline Loans.

(d) A Swingline Lender that has made an ABR Swingline Loan to a Borrower may at any time and for any reason, so long as Revolving Credit Loans have not been made pursuant to Section 2.6(c) to repay such ABR Swingline Loan as required by said Section, by written notice given to the Administrative Agent not later than 12:00 noon New York City time on any Business Day, require the Lenders to acquire participations on such Business Day in all or a portion of such unrefunded ABR Swingline Loans (the "*Unrefundéd Swingline Loans*"), and each Lender severally, unconditionally and irrevocably agrees that it shall purchase an undivided participating interest in such ABR Swingline Loan in an amount equal to the amount of the Revolving Credit Loan which otherwise would have been made by such Lender pursuant to Section 2.6(c), which purchase shall be funded by the time such Revolving Credit Loan would have been required to be made pursuant to Section 2.6(c). In the event that the Lenders purchase undivided participating interests pursuant to the first sentence of this paragraph (d), each Lender shall immediately transfer to the Administrative Agent, for the account of such Swingline Lender, in immediately available funds, the amount of its participation. Any Lender holding a participation in an Unrefunded Swingline Loan may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the relevant Swingline Borrower to such

Lender by reason thereof as fully as if such Lender had made a Loan directly to such Swingline Borrower in the amount of such participation.

(e) Whenever, at any time after any Swingline Lender has received from any Lender such Lender's participating interest in an ABR Swingline Loan, such Swingline Lender receives any payment on account thereof, such Swingline Lender will promptly distribute to such Lender its participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded); *provided, however*, that in the event that such payment received by such Swingline Lender is required to be returned, such Lender will return to such Swingline Lender any portion thereof previously distributed by such Swingline Lender to it.

(f) Notwithstanding anything to the contrary in this Agreement, each Lender's obligation to make the Revolving Credit Loans referred to in Section 2.6(c) and to purchase and fund participating interests pursuant to Section 2.6(d) shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which such Lender or any Swingline Borrower may have against any Swingline Lender, any Swingline Borrower or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default (other than an Event of Default described in Article VI, paragraph (f) or (g), in the case of each Lender's obligation to make Revolving Credit Loans pursuant to Section 2.6(c)) or the failure to satisfy any of the conditions specified in Article IV; (iii) any adverse change in the condition (financial or otherwise) of CBS or any of its Subsidiaries; (iv) any breach of this Agreement by any Borrower or any Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(g) Upon written or telecopy notice to the Swingline Lenders and to the Administrative Agent, CBS may at any time terminate, from time to time in part reduce, or from time to time (with the approval of the relevant Swingline Lender) increase, the Swingline Commitment of any Swingline Lender. At any time when there shall be fewer than ten Swingline Lenders, CBS may appoint from among the Lenders a new Swingline Lender, subject to the prior consent of such new Swingline Lender and prior notice to the Administrative Agent, so long as at no time shall there be more than ten Swingline Lenders. Notwithstanding anything to the contrary in this Agreement, (i) if any ABR Swingline Loans shall be outstanding at the time of any termination, reduction, increase or appointment pursuant to the preceding two sentences, the Swingline Borrowers shall on the date thereof prepay or borrow ABR Swingline Loans to the extent necessary to ensure that at all times the outstanding ABR Swingline Loans held by the Swingline Lenders shall be *pro rata* according to the respective Swingline Commitments of the Swingline Lenders and (ii) in no event may the aggregate Swingline Commitments exceed $200,000,000. On the date of any termination or reduction of the Swingline Commitments pursuant to this paragraph (g), the Swingline Borrowers shall pay or prepay so much of the Swingline Loans as shall be necessary in order that, after giving effect to such termination or reduction, (i) the aggregate outstanding principal amount of the ABR Swingline Loans of any Swingline Lender will not exceed the Swingline Commitment of such Swingline Lender and (ii) the aggregate outstanding principal amount of all Swingline Loans will not exceed the aggregate Swingline Commitments.

(h) Each Swingline Borrower may prepay any Swingline Loan in whole or in part at any time without premium or penalty; *provided*, that such Swingline Borrower shall have given the Administrative Agent written or telecopy notice (or telephone notice promptly confirmed in writing or by telecopy) of such prepayment not later than 10:30 a.m., New York City time, on the Business Day designated by such Swingline Borrower for such prepayment; and *provided, further*, that each partial payment shall be in an amount that is an integral multiple of $1,000,000. Each notice of prepayment under this paragraph (h) shall specify the prepayment date and the principal amount of each Swingline

Loan (or portion thereof) to be prepaid, shall be irrevocable and shall commit such Swingline Borrower to prepay such Swingline Loan (or portion thereof) in the amount stated therein on the date stated therein. All prepayments under this paragraph (h) shall be accompanied by accrued interest on the principal amount being prepaid to the date of payment. Each payment of principal of or interest on ABR Swingline Loans shall be allocated, as between the Swingline Lenders, *pro rata* in accordance with their respective Swingline Percentages.

SECTION 2.7. *Letters of Credit.* (a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each Issuing Lender agrees, at any time and from time to time on or after the Effective Date until the earlier of (i) the fifth Business Day preceding the Revolving Credit Maturity Date and (ii) the termination of the Commitments in accordance with the terms hereof, to issue and deliver or to extend the expiry of Letters of Credit for the account of any Borrower in an aggregate outstanding undrawn amount which does not exceed the maximum amount specified in the applicable Issuing Lender Agreement; *provided*, that (A) in no event shall the Aggregate LC Exposure exceed the Letter of Credit Sublimit at any time and (B) after giving effect to each issuance of a Letter of Credit, the Total Facility Exposure shall not exceed the Total Commitment then in effect. Each Letter of Credit (i) shall be in a form approved in writing by the applicable Borrower and the applicable Issuing Lender and (ii) shall permit drawings upon the presentation of such documents as shall be specified by such Borrower in the applicable notice delivered pursuant to paragraph (c) below. The Lenders agree that, subject to compliance with the conditions precedent set forth in Section 4.3, any Designated Letter of Credit may be designated as a Letter of Credit hereunder from time to time on or after the Effective Date pursuant to the procedures specified in the definition of "Designated Letters of Credit". The letters of credit outstanding under the Existing Credit Agreement on the Closing Date shall be deemed to be Letters of Credit issued under this Agreement for the account of the Borrower on the Closing Date.

(b) Each Letter of Credit shall by its terms expire not later than the fifth Business Day preceding the Revolving Credit Maturity Date. Any Letter of Credit may provide for the renewal thereof for additional periods (which shall in no event extend beyond the date referred to in the preceding sentence). Each Letter of Credit shall by its terms provide for payment of drawings in Dollars or in a Foreign Currency; *provided*, that a Letter of Credit denominated in a Foreign Currency may not be issued if, after giving effect thereto, the Dollar equivalent (calculated on the basis of the applicable Foreign Exchange Rate) of the aggregate face amount of all Letters of Credit denominated in Foreign Currencies then outstanding would exceed $150,000,000, as determined by the Administrative Agent acting in good faith.

(c) The applicable Borrower may request the issuance of Letters of Credit in a form reasonably acceptable to the applicable Issuing Lender and shall give the applicable Issuing Lender and the Administrative Agent written or telecopy notice not later than 10:00 a.m., New York City time, three Business Days (or such shorter period as shall be acceptable to such Issuing Lender) prior to any proposed issuance of a Letter of Credit. Each such notice shall refer to this Agreement and shall specify (i) the date on which such Letter of Credit is to be issued (which shall be a Business Day) and the face amount of such Letter of Credit, (ii) the name and address of the beneficiary, (iii) whether such Letter of Credit is a Financial Letter of Credit or a Non-Financial Letter of Credit (subject to confirmation of such status by the Administrative Agent), (iv) whether such Letter of Credit shall permit a single drawing or multiple drawings, (v) the form of the documents required to be presented at the time of any drawing (together with the exact wording of such documents or copies thereof), (vi) the expiry date of such Letter of Credit (which shall conform to the provisions of paragraph (b) above) and (vii) if such Letter of Credit is to be in a Foreign Currency, the relevant Foreign Currency. Such Issuing Lender shall promptly give notice to the Administrative Agent of the issuance (or non-issuance, as the case may be) of such Letter of Credit. The Administrative Agent shall give to each Lender prompt written or telecopy advice of the

issuance of any Letter of Credit. Each determination by the Administrative Agent as to whether or not a Letter of Credit constitutes a Financial Letter of Credit shall be conclusive and binding upon the applicable Borrower and the Lenders. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the applicable Borrower to, or entered into by the applicable Borrower with, the applicable Issuing Lender relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(d) By the issuance of a Letter of Credit and without any further action on the part of the applicable Issuing Lender or the Lenders in respect thereof, subject to the provisions of Section 4.2, the applicable Issuing Lender hereby grants to each Lender, and each Lender hereby acquires from such Issuing Lender, a participation in such Letter of Credit equal to such Lender's Revolving Credit Percentage at the time of any drawing thereunder of the stated amount of such Letter of Credit, effective upon the issuance of such Letter of Credit. In addition, subject to the provisions of Section 4.2, the applicable Issuing Lender hereby grants to each Lender, and each Lender hereby acquires from such Issuing Lender, a participation in each Designated Letter of Credit equal to such Lender's Revolving Credit Percentage at the time of any drawing thereunder of the stated amount of such Designated Letter of Credit, effective on the date such Designated Letter of Credit is designated as a Letter of Credit hereunder. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of each Issuing Lender, in accordance with paragraph (f) below, such Lender's Revolving Credit Percentage of each unreimbursed LC Disbursement made by such Issuing Lender; *provided, however*, that the Lenders shall not be obligated to make any such payment with respect to any payment or disbursement made under any Letter of Credit to the extent resulting from the gross negligence or willful misconduct of such Issuing Lender.

(e) Each Lender acknowledges and agrees that its acquisition of participations pursuant to paragraph (d) above in respect of Letters of Credit shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any setoff, counterclaim, recoupment, defense or other right which such Lender or the applicable Borrower may have against any Issuing Lender, any Borrower or any other Person, for any reason whatsoever; (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the conditions specified in Article IV; (iii) any adverse change in the condition (financial or otherwise) of the applicable Borrower; (iv) any breach of this Agreement by any Borrower or any Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(f) On the date on which it shall have ascertained that any documents presented under a Letter of Credit appear to be in conformity with the terms and conditions of such Letter of Credit, the applicable Issuing Lender shall give written or telecopy notice to the applicable Borrower and the Administrative Agent of the amount of the drawing and the date on which payment thereon has been or will be made. If the applicable Issuing Lender shall not have received from the applicable Borrower the payment required pursuant to paragraph (g) below by 12:00 noon, New York City time, two Business Days after the date on which payment of a draft presented under any Letter of Credit has been made, such Issuing Lender shall so notify the Administrative Agent, which shall in turn promptly notify each Lender, specifying in the notice to each Lender such Lender's Revolving Credit Percentage of such LC Disbursement. Each Lender shall pay to the Administrative Agent, not later than 2:00 p.m., New York City time, on such second Business Day, such Lender's Revolving Credit Percentage of such LC Disbursement (which obligation shall be expressed in Dollars only), which the Administrative Agent shall promptly pay to the applicable Issuing Lender (with interest after such second Business Day at the same rate as applies to such LC Disbursement). The Administrative Agent will promptly remit to each Lender such Lender's Revolving Credit Percentage of any amounts subsequently received by the Administrative Agent from the applicable Borrower in respect of such LC Disbursement; *provided*, that (i) amounts so

received for the account of any Lender prior to payment by such Lender of amounts required to be paid by it hereunder in respect of any LC Disbursement and (ii) amounts representing interest at the rate provided in paragraph (g) below on any LC Disbursement for the period prior to the payment by such Lender of such amounts shall in each case be remitted to the applicable Issuing Lender.

(g) If an Issuing Lender shall pay any draft presented under a Letter of Credit, the applicable Borrower shall pay to such Issuing Lender an amount equal to the amount of such draft before 12:00 noon, New York City time, on the second Business Day immediately following the date of payment of such draft, together with interest (if any) on such amount at a rate per annum equal to the interest rate in effect for ABR Loans (or, in the case of Foreign Currency denominated Letters of Credit, the rate which would reasonably and customarily be charged by such Issuing Lender on outstanding loans denominated in the relevant Foreign Currency) from (and including) the date of payment of such draft to (but excluding) the date on which such Borrower shall have repaid, or the Lenders shall have refunded, such draft in full (which interest shall be payable on such second Business Day and from time to time thereafter on demand until such Borrower shall have repaid, or the Lenders shall have refunded, such draft in full). In the event that such drawing shall be refunded by the Lenders as provided in Section 2.7(f), the applicable Borrower shall pay to the Administrative Agent, for the account of the Lenders, quarterly on the last day of each March, June, September and December, interest on the amount so refunded at a rate per annum equal to the interest rate in effect for ABR Loans from (and including) the date of such refunding to (but excluding) the date on which the amount so refunded by the Lenders shall have been paid in full in Dollars by such Borrower. Each payment made to an Issuing Lender by the applicable Borrower pursuant to this paragraph shall be made at such Issuing Lender's address for notices specified herein in lawful money of (x) the United States of America (in the case of payments made on Dollar-denominated Letters of Credit) or (y) the applicable foreign jurisdiction (in the case of payments on Foreign Currency-denominated Letters of Credit) and in immediately available funds, and such Issuing Lender shall promptly notify the Administrative Agent of any such payment. The obligation of the applicable Borrower to pay the amounts referred to above in this paragraph (g) (and the obligations of the Lenders under paragraphs (d) and (f) above) shall be absolute, unconditional and irrevocable and shall be satisfied strictly in accordance with their terms irrespective of:

(i) any lack of validity or enforceability of any Letter of Credit or any Issuing Lender Agreement or of the obligations of any Borrower under this Agreement or any Issuing Lender Agreement;

(ii) the existence of any claim, setoff, defense or other right which any Borrower or any other Person may at any time have against the beneficiary under any Letter of Credit, the Agents, any Issuing Lender or any Lender (other than the defense of payment in accordance with the terms of this Agreement or a defense based on the gross negligence or willful misconduct of the applicable Issuing Lender) or any other Person in connection with this Agreement or any other transaction;

(iii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect; *provided*, that payment by the applicable Issuing Lender under such Letter of Credit against presentation of such draft or document shall not have constituted gross negligence or willful misconduct;

(iv) payment by the applicable Issuing Lender under a Letter of Credit against presentation of a draft or other document which does not comply in any immaterial respect with the terms of such Letter of Credit; *provided*, that such payment shall not have constituted gross negligence or willful misconduct; or

(v) any other circumstance or event whatsoever, whether or not similar to any of the foregoing; *provided,* that such other circumstance or event shall not have been the result of gross negligence or willful misconduct of the applicable Issuing Lender.

It is understood that in making any payment under a Letter of Credit (x) such Issuing Lender's exclusive reliance on the documents presented to it under such Letter of Credit as to any and all matters set forth therein, including reliance on the amount of any draft presented under such Letter of Credit, whether or not the amount due to the beneficiary thereof equals the amount of such draft and whether or not any document presented pursuant to such Letter of Credit proves to be forged, fraudulent or invalid in any respect, if such document on its face appears to be in order, and whether or not any other statement or any other document presented pursuant to such Letter of Credit proves to be forged or invalid or any statement therein proves to be inaccurate or untrue in any respect whatsoever, and (y) any noncompliance in any immaterial respect of the documents presented under a Letter of Credit with the terms thereof shall, in either case, not, in and of itself, be deemed willful misconduct or gross negligence of such Issuing Lender.

(h) (i) Notwithstanding anything to the contrary contained in this Agreement, for purposes of calculating any LC Fee payable in respect of any Business Day, the Administrative Agent shall convert the amount available to be drawn under any Letter of Credit denominated in a Foreign Currency into an amount of Dollars based upon the relevant Foreign Exchange Rate in effect for such day. If on any date the Administrative Agent shall notify the applicable Borrower that, by virtue of any change in the Foreign Exchange Rate of any Foreign Currency in which a Letter of Credit is denominated, the Total Facility Exposure shall exceed the Total Commitment then in effect, then, within three Business Days after the date of such notice, such Borrower shall prepay the Revolving Credit Loans and/or the Swingline Loans to the extent necessary to eliminate such excess. Each Issuing Lender which has issued a Letter of Credit denominated in a Foreign Currency agrees to notify the Administrative Agent of the average daily outstanding amount thereof for any period in respect of which LC Fees are payable and, upon request by the Administrative Agent, for any other date or period. For all purposes of this Agreement (except as otherwise set forth in Section 2.22), determinations by the Administrative Agent of the Dollar equivalent of any amount expressed in a Foreign Currency shall be made on the basis of Foreign Exchange Rates reset monthly (or on such other periodic basis as shall be selected by the Administrative Agent in its sole discretion) and shall in each case be conclusive absent manifest error.

(ii) Notwithstanding anything to the contrary contained in this Section 2.7, prior to demanding any reimbursement from the Lenders pursuant to Section 2.7(f) in respect of any Letter of Credit denominated in a Foreign Currency, the relevant Issuing Lender shall convert the obligation of the applicable Borrower under Section 2.7(g) to reimburse such Issuing Lender in such Foreign Currency into an obligation to reimburse such Issuing Lender (and, in turn, the Lenders) in Dollars. The amount of any such converted obligation shall be computed based upon the relevant Foreign Exchange Rate (as quoted by the Administrative Agent to such Issuing Lender) in effect for the day on which such conversion occurs.

(iii) Each Issuing Lender shall promptly notify the Administrative Agent of the expiration or cancellation of a Letter of Credit issued by it.

SECTION 2.8. *Conversion and Continuation Options.* (a) The relevant Borrower may elect from time to time to convert Eurocurrency Revolving Credit Loans denominated in Dollars (or, subject to Section 2.10(f), a portion thereof) to ABR Revolving Credit Loans on the last day of an Interest Period with respect thereto by giving the Administrative Agent prior irrevocable notice of such election. The relevant Borrower may elect from time to time to convert ABR Revolving Credit Loans (subject to Section 2.10(f)) to Eurocurrency Revolving Credit Loans denominated in Dollars by giving the

Administrative Agent at least three Business Days' prior irrevocable notice of such election. Any such notice of conversion to Eurocurrency Revolving Credit Loans shall specify the length of the initial Interest Period therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. All or any part of outstanding Eurocurrency Revolving Credit Loans and ABR Revolving Credit Loans may be converted as provided herein; *provided,* that no Revolving Credit Loan may be converted into a Eurocurrency Revolving Credit Loan when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such a conversion.

(b) Any Eurocurrency Revolving Credit Loans (or, subject to Section 2.10(f), a portion thereof) may be continued as such upon the expiration of the then current Interest Period with respect thereto by the relevant Borrower giving irrevocable notice to the Administrative Agent, not less than three Business Days prior to the last day of the then current Interest Period with respect thereto, of the length of the next Interest Period to be applicable to such Revolving Credit Loans; *provided,* that no Eurocurrency Revolving Credit Loan may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Required Lenders have determined in its or their sole discretion not to permit such a continuation; and *provided, further*, that if the relevant Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Eurocurrency Revolving Credit Loans shall be automatically converted to ABR Revolving Credit Loans on the last day of such then expiring Interest Period (in the case of Multi-Currency Revolving Loans, such Loans shall be converted to Dollars at the Foreign Exchange Rate on such date before being converted to ABR Revolving Credit Loans). Upon receipt of any notice from a Borrower pursuant to this Section 2.8(b), the Administrative Agent shall promptly notify each Lender thereof. The Administrative Agent shall promptly notify the applicable Borrower upon the determination in accordance with this Section 2.8(b), by it or the Required Lenders, not to permit such a continuation.

SECTION 2.9. *Fees.* (a) CBS agrees to pay to the Administrative Agent for the account of each Lender a Commitment Fee for the period from and including the Effective Date to the Revolving Credit Maturity Date (or such earlier date on which the Commitments shall terminate in accordance herewith), computed at a per annum rate equal to the Applicable Commitment Fee Rate on such Lender's average daily unused Commitment. All Commitment Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days and shall be payable quarterly in arrears on the last day of each March, June, September and December (commencing on the first of such dates to occur after the Effective Date), on the Revolving Credit Maturity Date or such earlier date on which the Commitments shall be terminated. The unused Commitment of a Lender, for purposes of determining its Commitment Fee, shall be determined without regard to whether there are any Swingline Loans or Competitive Loans outstanding, from such Lender or any other Lender.

(b) CBS agrees to pay each Lender, through the Administrative Agent, a letter of credit fee (an "*LC Fee*") payable quarterly in arrears on the last day of March, June, September and December and on the Revolving Credit Maturity Date or the date on which the Commitment of such Lender shall be terminated as provided herein and all Letters of Credit issued hereunder shall have expired, computed at a per annum rate equal to the Applicable LC Fee Rate on such Lender's Revolving Credit Percentage of the average daily undrawn amount of the Financial Letters of Credit or Non-Financial Letters of Credit, as the case may be, outstanding during the preceding fiscal quarter (or shorter period commencing with the Effective Date or ending with the Revolving Credit Maturity Date or the date on which the Commitment of such Lender shall have been terminated and all Letters of Credit issued hereunder shall have expired). All LC Fees shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

(c) CBS agrees to pay to the Administrative Agent, for its own account, the administrative agent's fees ("*Administrative Agent's Fees*") provided for in the Administrative Agent Fee Letter at the times provided therein.

(d) Each Borrower agrees to pay to each Issuing Lender, through the Administrative Agent, for its own account, the applicable Issuing Lender Fees, including, without limitation, a fronting fee at a rate to be determined by the relevant Borrower and the relevant Issuing Lender with respect to each Letter of Credit issued by such Issuing Lender payable quarterly in arrears on the last day of March, June, September and December to such Issuing Lender for the period from and including the date of issuance of such Letter of Credit to, but not including, the termination date of such Letter of Credit.

(e) All Fees shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, if and as appropriate, among the relevant Lenders or to the Issuing Lenders. Once paid, none of the Fees shall be refundable under any circumstances (other than corrections of errors in payment).

SECTION 2.10. *Interest on Loans; Eurocurrency Tranches; Etc.* (a) Subject to the provisions of Section 2.11, Eurocurrency Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to (i) in the case of each Eurocurrency Revolving Credit Loan, the Eurocurrency Rate for the Interest Period in effect for such Loan plus the Applicable Margin and (ii) in the case of each Eurocurrency Competitive Loan, the Eurocurrency Rate for the Interest Period in effect for such Loan plus or minus (as the case may be) the Margin offered by the Lender making such Loan and accepted by the relevant Borrower pursuant to Section 2.3. The Eurocurrency Rate for each Interest Period shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. The Administrative Agent shall promptly advise the relevant Borrower and each Lender of such determination.

(b) Subject to the provisions of Section 2.11, ABR Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be, when determined by reference to the Prime Rate and over a year of 360 days at all other times) at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin. The Alternate Base Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(c) Subject to the provisions of Section 2.11, Quoted Swingline Loans shall bear interest (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate per annum equal to the relevant Quoted Swingline Rate.

(d) Subject to the provisions of Section 2.11, each Absolute Rate Loan shall bear interest at a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to the fixed rate of interest offered by the Lender making such Loan and accepted by the relevant Borrower pursuant to Section 2.3.

(e) Interest on each Loan shall be payable on each applicable Interest Payment Date.

(f) Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions, continuations, repayments and prepayments of Eurocurrency Revolving Credit Loans hereunder and all selections of Interest Periods hereunder in respect of Eurocurrency Revolving Credit Loans shall be in such amounts and shall be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the Eurocurrency Revolving Credit Loans comprising each Eurocurrency Tranche shall be equal to $25,000,000 (or the Dollar equivalent thereof) or a whole

multiple of $5,000,000 (or the Dollar equivalent thereof) in excess thereof. Unless otherwise agreed by the Administrative Agent, in no event shall there be more than 25 Eurocurrency Tranches outstanding at any time.

(g) If no election as to the Type of Revolving Credit Loan is specified in any notice of borrowing with respect thereto, then the requested Loan shall be an ABR Loan, unless such request is for a Revolving Credit Loan denominated in a Multi-Currency. If no Interest Period with respect to a Eurocurrency Revolving Credit Loan is specified in any notice of borrowing, conversion or continuation, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration. The Interest Period with respect to a Eurocurrency Competitive Loan shall in no case be less than one month's duration.

SECTION 2.11. *Default Interest.* (a) If all or a portion of the principal amount of any Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), all outstanding Loans (whether or not overdue) shall bear interest at a rate per annum which is equal to the rate that would otherwise be applicable thereto pursuant to the provisions of Section 2.10 plus 2% and (b) if all or a portion of any LC Disbursement, any interest payable on any Loan or LC Disbursement or any Fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate otherwise applicable to ABR Loans pursuant to Section 2.10(b) plus 2%, in each case, with respect to clauses (a) and (b) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

SECTION 2.12. *Alternate Rate of Interest.* In the event, and on each occasion, that on the day two Business Days prior to the commencement of any Interest Period for a Eurocurrency Loan (i) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon each Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate for such Interest Period, or (ii) the Required Lenders shall have determined and shall have notified the Administrative Agent that the Eurocurrency Rate determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining Eurocurrency Loans during such Interest Period, the Administrative Agent shall, as soon as practicable thereafter, give written or telecopy notice of such determination to the Borrowers and the Lenders. In the event of any such determination, until the Administrative Agent shall have advised the Borrowers and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any request by a Borrower for a Eurocurrency Competitive Loan pursuant to Section 2.3 to be made after such determination shall be of no force and effect and shall be denied by the Administrative Agent, (ii) any request by a Borrower for a Eurocurrency Revolving Credit Loan denominated in Dollars pursuant to Section 2.4 to be made after such determination shall be deemed to be a request for an ABR Loan, (iii) any request by a Borrower for a Multi-Currency Revolving Loan to be made after such determination shall be deemed to be a request for an ABR Loan in an aggregate principal amount equal to the Dollar equivalent (as determined by the Foreign Exchange Rate on such date) of the relevant Multi-Currency and (iv) any request by a Borrower for conversion into or a continuation of a Eurocurrency Revolving Credit Loan pursuant to Section 2.8 to be made after such determination shall have no force and effect (in the case of a requested conversion) or shall be deemed to be a request for a conversion into an ABR Loan (in the case of a requested continuation); *provided*, that any request for a conversion of a Multi-Currency Revolving Loan shall be deemed to be a request for a conversion into an ABR Loan in an aggregate principal amount equal to the Dollar equivalent (as determined by the Foreign Exchange Rate on such date) of the relevant Multi-Currency. Also, in the event of any such determination, the relevant Borrower shall be entitled, in its sole discretion, if the requested Competitive Loan has not been made, to cancel its acceptance of the

Competitive Bids or to cancel its Competitive Bid Request relating thereto. Each determination by the Administrative Agent or the Required Lenders hereunder shall be conclusive absent manifest error.

SECTION 2.13. *Termination and Reduction of Commitments.* (a) Upon at least three Business Days' prior irrevocable written or telecopy notice to the Administrative Agent, CBS may at any time in whole permanently terminate, or from time to time in part permanently reduce, the Commitments; *provided, however*, that (i) each partial reduction of the Commitments shall be in a minimum principal amount of $10,000,000 and in integral multiples of $1,000,000 in excess thereof and (ii) no such termination or reduction shall be made if, after giving effect thereto and to any prepayments of the Loans made on the effective date thereof, (x) the Outstanding Revolving Extensions of Credit of any Lender would exceed such Lender's Commitment then in effect or (y) the Total Facility Exposure would exceed the Total Commitment then in effect. The Administrative Agent shall promptly advise the Lenders of any notice given pursuant to this Section 2.13(a).

(b) Except as otherwise provided in Section 2.21, each reduction in the Commitments hereunder shall be made ratably among the Lenders in accordance with their respective Commitments. CBS agrees to pay to the Administrative Agent for the account of the Lenders, on the date of termination or reduction of the Commitments, the Commitment Fees on the amount of the Commitments so terminated or reduced accrued through the date of such termination or reduction.

(c) Upon a decrease, pursuant to Section 2.13(a) or (b), in the Commitments, CBS may decrease the Total Multi-Currency Sublimit and/or the Multi-Currency Sublimit with respect to any or all Multi-Currencies, in each case in a minimum principal amount of $10,000,000 and in integral multiples of $1,000,000 in excess thereof. No such termination or reduction shall be made if, after giving effect thereto and to any prepayments of the Loans made on the effective date thereof, (i) the Multi-Currency Sublimit with respect to each applicable Multi-Currency would be less than the Multi-Currency Revolving Loans outstanding in such Multi-Currency at such time, or (ii) the Total Multi-Currency Sublimit would be less than the outstanding principal amount of Multi-Currency Revolving Loans at such time.

SECTION 2.14. *Optional Prepayments of Revolving Credit Loans.* The relevant Borrower may at any time and from time to time prepay the Revolving Credit Loans, in whole or in part, without premium or penalty, upon giving irrevocable written or telecopy notice (or telephone notice promptly confirmed by written or telecopy notice) to the Administrative Agent: (i) before 10:00 a.m., New York City time, three Business Days prior to prepayment, in the case of Eurocurrency Revolving Credit Loans, and (ii) before 10:00 a.m., New York City time, one Business Day prior to prepayment, in the case of ABR Revolving Credit Loans. Such notice shall specify the date and amount of prepayment and whether the prepayment is of Eurocurrency Revolving Credit Loans, ABR Revolving Credit Loans or a combination thereof, and, if of a combination thereof, the amount allocable to each. If a Eurocurrency Revolving Credit Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the relevant Borrower shall also pay any amounts owing pursuant to Section 2.16. Upon receipt of any such notice the Administrative Agent shall promptly notify each Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of ABR Revolving Credit Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Revolving Credit Loans shall be in an aggregate principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof.

SECTION 2.15. *Reserve Requirements; Change in Circumstances.* (a) Notwithstanding any other provision herein, if after the date of this Agreement any change in applicable law or regulation (including (i) any change in the reserve percentages provided for in Regulation D, (ii) all requests, rules, guidelines, requirements and directives concerning capital adequacy or liquidity

promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III (collectively, "*Basel III*"), and (iii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof (collectively, "*Dodd-Frank*")) or in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof shall change the basis of taxation of payments to any Lender of the principal of or interest on any Eurocurrency Loan or Absolute Rate Loan made by such Lender (other than changes in respect of taxes imposed on the overall net income of such Lender by the jurisdiction in which such Lender has its principal office (or in which it holds any Eurocurrency Loan or Absolute Rate Loan) or by any political subdivision or taxing authority therein and other than taxes that would not have been imposed but for the failure of such Lender to comply with applicable certification, information, documentation or other reporting requirements), or shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of or deposits with or for the account of such Lender, or shall impose on such Lender or the London interbank market any other condition affecting this Agreement or any Eurocurrency Loan or Absolute Rate Loan made by such Lender, and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurocurrency Loan or Absolute Rate Loan or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) in respect of any Eurocurrency Loan or Absolute Rate Loan by an amount deemed by such Lender to be material, then the relevant Borrower agrees to pay to such Lender as provided in paragraph (c) below such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered. Notwithstanding the foregoing, no Lender shall be entitled to request compensation under this paragraph with respect to any Competitive Loan if the change giving rise to such request shall, or in good faith should, have been taken into account in formulating the Competitive Bid pursuant to which such Competitive Loan shall have been made.

(b) If any Lender or any Issuing Lender shall have determined that the adoption after the date of this Agreement of any law, rule, regulation or guideline regarding capital adequacy or liquidity, or any change in any law, rule, regulation or guideline (including under Regulation D or pursuant to Basel III or Dodd-Frank) regarding capital adequacy or liquidity or in the interpretation or administration of any of the foregoing by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or any lending office of such Lender) or Issuing Lender or any Lender's or Issuing Lender's holding company with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender or the LC Exposure of such Lender or Letters of Credit issued by such Issuing Lender pursuant hereto to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such applicability, adoption, change or compliance (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy or liquidity) by an amount deemed by such Lender or Issuing Lender to be material, then from time to time the relevant Borrower agrees to pay to such Lender or Issuing Lender as provided in paragraph (c) below such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

(c) A certificate of each Lender or Issuing Lender setting forth such amount or amounts as shall be necessary to compensate such Lender or Issuing Lender as specified in paragraph (a) or (b) above, as the case may be, and the basis therefor in reasonable detail shall be delivered to the relevant Borrower and shall be conclusive absent manifest error. The relevant Borrower shall pay each

Lender or Issuing Lender the amount shown as due on any such certificate within 30 days after its receipt of the same. Upon the receipt of any such certificate, the relevant Borrower shall be entitled, in its sole discretion, if any requested Loan has not been made, to cancel its acceptance of the relevant Competitive Bids or to cancel the Competitive Bid Request relating thereto, subject to Section 2.16.

(d) Except as provided in this paragraph, failure on the part of any Lender or Issuing Lender to demand compensation for any increased costs or reduction in amounts received or receivable or reduction in return on capital with respect to any period shall not constitute a waiver of such Lender's or Issuing Lender's right to demand compensation with respect to any other period. The protection of this Section 2.15 shall be available to each Lender and Issuing Lender regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed so long as it shall be customary for Lenders or Issuing Lenders affected thereby to comply therewith. No Lender or Issuing Lender shall be entitled to compensation under this Section 2.15 for any costs incurred or reductions suffered with respect to any date unless it shall have notified the relevant Borrower that it will demand compensation for such costs or reductions under paragraph (c) above not more than 90 days after the later of (i) such date and (ii) the date on which it shall have become aware of such costs or reductions. Notwithstanding any other provision of this Section 2.15, no Lender or Issuing Lender shall demand compensation for any increased cost or reduction referred to above if it shall not at the time be the general policy or practice of such Lender or Issuing Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any. In the event any Borrower shall reimburse any Lender or Issuing Lender pursuant to this Section 2.15 for any cost and such Lender or Issuing Lender (as the case may be) shall subsequently receive a refund in respect thereof, such Lender or Issuing Lender (as the case may be) shall so notify such Borrower and, upon its request, will pay to such Borrower the portion of such refund which such Lender or Issuing Lender (as the case may be) shall determine in good faith to be allocable to the cost so reimbursed. The covenants contained in this Section 2.15 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(e) Notwithstanding anything herein to the contrary, for purposes hereof, each Borrower agrees that (i) Dodd-Frank and (ii) Basel III and in each case, all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith, shall in each case be deemed to be changes in law, rule, regulation or guideline referred to in this Section 2.15 after the date of this Agreement, regardless of the date enacted, adopted, promulgated or issued.

SECTION 2.16. *Indemnity*. Each Borrower agrees to indemnify each Lender against any loss or expense described below which such Lender may sustain or incur as a consequence of (a) any failure by such Borrower to fulfill on the date of any borrowing hereunder the applicable conditions set forth in Article IV, (b) any failure by such Borrower to borrow, continue or convert any Loan hereunder after irrevocable notice of such borrowing, continuation or conversion has been given or deemed given or Competitive Bids have been accepted pursuant to Article II, (c) any payment, prepayment or conversion of a Eurocurrency Loan or Absolute Rate Loan made to such Borrower required by any other provision of this Agreement or otherwise made or deemed made, whatever the circumstances may be that give rise to such payment, prepayment or conversion, or any transfer of any such Loan pursuant to Section 2.21 or 9.4(b), on a date other than the last day of the Interest Period applicable thereto, or (d) if any breakage is incurred, any failure by a Borrower to prepay a Eurocurrency Loan on the date specified in a notice of prepayment; *provided*, that any request for indemnification made by any Lender to any Borrower pursuant hereto shall be accompanied by such Lender's calculation of such amount to be indemnified. The loss or expense for which such Lender shall be indemnified under this Section 2.16 shall be equal to the excess, if any, as reasonably determined by such Lender, of (i) its cost of obtaining the funds for the Loan being paid, prepaid, converted or not borrowed, continued, prepaid or converted (assumed to be the Eurocurrency Rate in the case of Eurocurrency Loans) for the period from the date of such payment,

prepayment, conversion or failure to borrow, continue, prepay or convert to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, continue, prepay or convert, the Interest Period for such Loan which would have commenced on the date of such failure) over (ii) the amount of interest (as reasonably determined by such Lender) that would be realized by such Lender in reemploying the funds so paid, prepaid, converted or not borrowed, continued, prepaid or converted for such period or Interest Period, as the case may be; *provided, however,* that such amount shall not include any loss of a Lender's margin or spread over its cost of obtaining funds as described above. A certificate of any Lender setting forth any amount or amounts which such Lender is entitled to receive pursuant to this Section 2.16 (with calculations in reasonable detail) shall be delivered to the relevant Borrower and shall be conclusive absent manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

SECTION 2.17. *Pro Rata Treatment; Funding Matters; Evidence of Debt.* (a) Except as required under Section 2.21, each payment or prepayment of principal of any Revolving Credit Loan, each payment of interest on the Revolving Credit Loans, each payment of LC Fees, each payment of the Facility Fees, and each reduction of the Commitments, shall be allocated *pro rata* among the Lenders in accordance with their respective Commitments (or, if such Commitments shall have expired or been terminated, in accordance with the respective principal amounts of their outstanding Revolving Credit Loans). Each Lender agrees that in computing such Lender's portion of any Loan to be made hereunder, the Administrative Agent may, in its discretion, round such Lender's percentage of such Loan to the next higher or lower whole Dollar amount.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the relevant borrowing date (or, in the case of a borrowing of ABR Revolving Credit Loans, prior to the relevant borrowing time) that such Lender will not make available to the Administrative Agent such Lender's portion of a borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such borrowing in accordance with this Agreement and the Administrative Agent may, in reliance upon such assumption, make available to the relevant Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have made such portion available to the Administrative Agent, each of such Lender and the relevant Borrower agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to such Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of such Borrower, the interest rate applicable at the time to the relevant Loan and (ii) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or, in the case of a Loan denominated in a Foreign Currency, the rate which would reasonably and customarily be charged for inter-bank obligations denominated in such Foreign Currency. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such borrowing for the purposes of this Agreement; *provided,* that such repayment shall not release such Lender from any liability it may have to such Borrower for the failure to make such Loan at the time required herein.

(c) The failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender).

(d) Each Lender may at its option make any Eurocurrency Loan by causing any domestic or foreign branch or Lender Affiliate of such Lender to make such Loan; *provided,* that any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(e) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness to such Lender resulting from each Loan made by it from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Borrower with respect to each Loan, the Type of each Loan and each Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from any Borrower and each Lender's share thereof. The entries made in the accounts maintained pursuant to this paragraph (e) shall, to the extent permitted by applicable law, be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided, however*, that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of any Borrower to repay the Loans in accordance with their terms.

(f) In order to expedite the transactions contemplated by this Agreement, each Subsidiary Borrower shall be deemed, by its execution and delivery of a Subsidiary Borrower Request, to have appointed CBS to act as agent on behalf of such Subsidiary Borrower for the purpose of (i) giving any notices contemplated to be given by such Subsidiary Borrower pursuant to this Agreement, including, without limitation, borrowing notices, prepayment notices, continuation notices, conversion notices, competitive bid requests and competitive bid acceptances or rejections and (ii) paying on behalf of such Subsidiary Borrower any Subsidiary Borrower Obligations owing by such Subsidiary Borrower; *provided,* that each Subsidiary Borrower shall retain the right, in its discretion, to directly give any or all of such notices or make any or all of such payments.

(g) The Administrative Agent shall promptly notify the Lenders upon receipt of any Subsidiary Borrower Designation and Subsidiary Borrower Request. The Administrative Agent shall promptly notify the Swingline Lenders upon receipt of any designation of a Subsidiary Borrower as a Swingline Borrower.

SECTION 2.18. *Sharing of Setoffs*. Except to the extent that this Agreement provides for payments to be allocated to Revolving Credit Loans, Swingline Loans or Competitive Loans, as the case may be, each Lender agrees that if it shall, through the exercise of a right of banker's lien, setoff or counterclaim against any Borrower, or pursuant to a secured claim under Section 506 of Title 11 of the United States Code or other security or interest arising from, or in lieu of, such secured claim, received by such Lender under any applicable bankruptcy, insolvency or other similar law or otherwise, or by any other means (other than pursuant to any provision of this Agreement), obtain payment (voluntary or involuntary) in respect of any category of its Loans or such Lender's Revolving Credit Percentage of any LC Disbursement as a result of which the unpaid principal portion of such Loans or the unpaid portion of such Lender's Revolving Credit Percentage of the LC Disbursements shall be proportionately less than the unpaid principal portion of such Loans or the unpaid portion of the Revolving Credit Percentage of the LC Disbursements of any other Lender, it shall be deemed simultaneously to have purchased from such other Lender at face value, and shall promptly pay to such other Lender the purchase price for, a participation in such Loans or the Revolving Credit Percentage of the LC Disbursements of such other Lender, so that the aggregate unpaid principal amount of such Loans and participations in such Loans held by each Lender or the Revolving Credit Percentage of LC Disbursements and participations in LC Disbursements held by each Lender shall be in the same proportion to the aggregate unpaid principal amount of all such Loans or LC Disbursements then outstanding as the principal amount of such Loans or the Revolving Credit Percentage of LC Disbursements of each Lender prior to such exercise of banker's lien, setoff or counterclaim or other event was to the principal amount of all such Loans or LC Disbursements outstanding prior to such exercise of banker's lien, setoff or counterclaim or other event; *provided, however*, that, if any such purchase or purchases or adjustments shall be made pursuant to this

Section 2.18 and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustment restored without interest, unless the Lender from which such payment is recovered is required to pay interest thereon, in which case each Lender returning funds to such Lender shall pay its *pro rata* share of such interest. Any Lender holding a participation in a Loan or LC Disbursement deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by any Borrower to such Lender by reason thereof as fully as if such Lender had made a Loan directly to such Borrower or issued a Letter of Credit for the account of such Borrower in the amount of such participation.

SECTION 2.19. *Payments*. (a) Except as otherwise expressly provided herein, each Borrower shall make each payment (including principal of or interest on any Loan or any Fees or other amounts) hereunder without setoff or counterclaim and shall make each such payment not later than 12:00 noon, New York City time, on the date when due in Dollars to the Administrative Agent at its offices at JPMorgan Chase Bank, N.A., 270 Park Avenue, New York, New York 10017, in immediately available funds. Notwithstanding the foregoing, each Borrower shall make each payment with respect to any Loan denominated in any Foreign Currency (including principal of or interest on any such Loan or other amounts) hereunder without setoff or counterclaim and shall make each such payment not later than 12:00 noon, London time, on the date when due in the relevant Foreign Currency to the Administrative Agent at its offices at J.P. Morgan Europe Limited, 125 London Wall, London, England EC2Y 5AJ, United Kingdom, in immediately available funds.

(b) Whenever any payment (including principal of or interest on any Loan or any Fees or other amounts) hereunder shall become due, or otherwise would occur, on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or Fees, if applicable.

SECTION 2.20. *Taxes*. (a) Any and all payments by or on behalf of each Borrower hereunder shall be made, in accordance with Section 2.19, free and clear of and without deduction or withholding (except to the extent required by law) for any and all present or future Taxes, *excluding* (i) net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent's or such Lender's having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document); (ii) Taxes that are attributable to such Lender's failure to comply with the requirements of Section 2.20(g) or (h); (iii) Taxes that are withholding taxes that are imposed by the United States of America on amounts payable to a Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except (x) to the extent that the Lender or such Lender's assignor (if any) was entitled, at the time of assignment (or designation of a new lending office), to receive additional amounts from the Borrowers with respect to such Taxes pursuant to this Section 2.20(a), or (y) those imposed on a Transferee pursuant to a request by the Borrower under Section 2.21(b)(ii); and (iv) any United States federal withholding taxes imposed under FATCA (all such excluded Taxes being hereinafter referred to as "*Excluded Taxes*" and all Taxes other than Excluded Taxes being hereinafter referred to as "*Indemnified Taxes*"). If any Indemnified Taxes or Other Taxes shall be required by law to be deducted or withheld from or in respect of any sum payable to any Agent or any Lender hereunder (as determined by the applicable withholding agent in good faith), (i) the sum payable shall be increased by the amount necessary so that after making all required withholdings or deductions (including withholdings or deductions applicable to additional sums payable under this Section 2.20) such Agent or such Lender shall receive an amount equal to the sum it would have received had no such withholdings deductions been made and (ii) such withholdings or

deductions shall be made and the full amounts withheld or deducted shall be paid to the relevant taxing authority or other Governmental Authority in accordance with applicable law.

(b) The relevant Borrower agrees to pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The relevant Borrower will indemnify each Lender (or Transferee) and the Administrative Agent for the full amount of Indemnified Taxes and Other Taxes (including any Indemnified Taxes or Other Taxes imposed by the applicable jurisdiction on amounts payable under this Section 2.20) paid by such Lender (or Transferee) or the Administrative Agent, as the case may be, and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted by the relevant taxing authority or other Governmental Authority. Such indemnification shall be made within 30 days after the date such Lender (or Transferee) or the Administrative Agent, as the case may be, makes written demand therefor.

(d) Whenever any Indemnified Taxes or Other Taxes are payable by any Borrower, within 30 days thereafter such Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an official receipt received by such Borrower showing payment thereof (or other evidence of such payment reasonably satisfactory to the Administrative Agent).

(e) Each Lender shall indemnify the Administrative Agent for the full amount of any Taxes that are attributable to such Lender and that are payable or paid by the Administrative Agent, as determined by the Administrative Agent in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(f) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 2.20 shall survive the payment in full of the principal of and interest on all Loans made hereunder and of all other amounts payable hereunder.

(g) Each Lender that is a "United States Person" as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of U.S. Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Lender (or Transferee) that is not a "United States Person" as defined in Section 7701(a)(30) of the Code (such Lender (or Transferee), a "*Non-U.S. Person*") shall deliver to CBS and the Administrative Agent (or, in the case of a participant, to the Lender from which the related participation shall have been purchased) (i) two copies of either U.S. Internal Revenue Service Form W-8BEN, Form W-8BEN-E, Form W-8ECI, or Form W-8IMY (accompanied by applicable underlying Internal Revenue Service forms) claiming complete exemption from or a reduction in U.S. federal withholding tax on all payments by any Borrower under this Agreement, (ii) in the case of a Non-U.S. Person claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", the applicable Form W-8, or any subsequent versions thereof or successors thereto, and a statement representing that such Non-U.S. Person is not a "bank" for purposes of Section 881(c) of the Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Code) of CBS and is not a controlled foreign corporation related to CBS (within the meaning of Section 864(d)(4) of the Code)), properly completed and duly executed by such Non-U.S. Person claiming complete exemption from U.S. federal withholding tax on payments under this Agreement or (iii) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary

documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made. In the case of a Non-U.S. Person claiming the benefits of an income tax treaty to which the United States is a party, the U.S. Internal Revenue Service Form W-8BEN or Form W-8BEN-E shall, as applicable, (1) establish an exemption from U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and/or (2) establish an exemption from U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty. Such forms shall be delivered by each Non-U.S. Person promptly after it becomes a party to this Agreement (or, in the case of any participant, promptly after the date such participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Non-U.S. Person shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Person. Each Non-U.S. Person shall promptly notify CBS and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to CBS (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Unless CBS and the Administrative Agent (or, in the case of a participant, the Lender from which the related participation shall have been purchased) have received forms or other documents satisfactory to them indicating that payments hereunder are not subject to United States withholding tax, the relevant Borrower or the Administrative Agent shall withhold taxes from such payments at the applicable statutory rate in the case of payments of interest to or for any Lender (or Transferee) that is a Non-U.S. Person. Notwithstanding any other provision of this Section 2.20(g), a Non-U.S. Person shall not be required to deliver any form pursuant to this Section 2.20(g) that such Non-U.S. Person is not legally able to deliver.

(h) A Lender that is entitled to an exemption from or reduction of any non-U.S. withholding tax under the law of the jurisdiction in which a Borrower is located, or under any treaty to which such jurisdiction is a party, with respect to payments under this Agreement shall deliver to such Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate, *provided*, that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender's reasonable judgment such completion, execution or submission would not materially prejudice the legal position of such Lender.

(i) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to CBS and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by CBS or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by CBS or the Administrative Agent as may be necessary for CBS and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) For purposes of this Section 2.20, the term "Lender" includes the Issuing Lender and the Swingline Lender, and the term "applicable law" includes FATCA.

(k) For purposes of determining withholding Taxes imposed under FATCA, from and after the Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders

hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.21. *Termination or Assignment of Commitments Under Certain Circumstances.* (a) Any Lender (or Transferee) claiming any additional amounts payable pursuant to Section 2.15 or Section 2.20 or giving notice to the Administrative Agent and CBS as contemplated in the "plus" clause in the definition of Eurocurrency Rate in Section 1.1 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document requested by any Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such additional amounts which may thereafter accrue and would not, in the sole, good faith determination of such Lender (or Transferee), be otherwise disadvantageous to such Lender (or Transferee).

(b) In the event that (w) any Lender shall have delivered a notice or certificate pursuant to Section 2.15, (x) any Borrower shall be required to make additional payments to any Lender under Section 2.20, (y) any Lender (a "*Non-Consenting Lender*") shall withhold its consent to any amendment described in clause (i) or (ii) of Section 9.8(b) as to which consents have been obtained from Lenders having Total Facility Percentages aggregating at least 90% or (z) any Lender becomes a Defaulting Lender or a Protesting Lender, CBS shall have the right, at its own expense, upon notice to such Lender (or Lenders) and the Administrative Agent, (i) to terminate the Commitments of such Lender (except in the case of clause (y) above) or (ii) to require such Lender (or, in the case of clause (y) above, each Non-Consenting Lender) to transfer and assign without recourse (in accordance with and subject to the restrictions contained in Section 9.4) all its interests, rights and obligations under this Agreement to one or more other financial institutions acceptable to CBS (unless an Event of Default has occurred and is continuing) and the Administrative Agent, which approval in each case shall not be unreasonably withheld, which shall assume such obligations; *provided,* that (w) in the case of any replacement of Non-Consenting Lenders, each assignee shall have consented to the relevant amendment, (x) no such termination or assignment shall conflict with any law, rule or regulation or order of any Governmental Authority, (y) the Borrowers or the assignee (or assignees), as the case may be, shall pay to each affected Lender in immediately available funds on the date of such termination or assignment the principal of and interest accrued to the date of payment on the Loans made by it hereunder and all other amounts accrued for its account or owed to it hereunder and (z) CBS may not terminate Commitments representing more than 10% of the original aggregate Commitments pursuant to this paragraph (b).

SECTION 2.22. *Currency Equivalents.* (a) The Administrative Agent shall determine the Dollar equivalent of each Competitive Bid Loan in a Foreign Currency and each Multi-Currency Revolving Loan as of the first day of each Interest Period applicable thereto and, in the case of any such Interest Period of more than three months, at three-month intervals after the first day thereof. The Administrative Agent shall promptly notify the applicable Borrowers and the Lenders of the Dollar equivalent so determined by it. Each such determination shall be based on the Spot Rate (i) (A) on the date of the related Competitive Bid Request, for purposes of the initial determination of such Competitive Bid Loan, and (B) on the date of the related Revolving Credit Borrowing Request, for purposes of the initial determination of such Multi-Currency Revolving Loan, and (ii) on the fourth Business Day prior to the date on which such Dollar equivalent is to be determined, for purposes of subsequent determinations.

(b) The Administrative Agent shall determine the Dollar equivalent of the Aggregate LC Exposure related to each Letter of Credit issued in a Foreign Currency as of the date of the issuance thereof, at three-month intervals after the date of issuance thereof and as of the date of each drawing thereunder. Each such determination shall be based on the Spot Rate (i) on the date of the related notice of any proposed issuance of a Letter of Credit pursuant to Section 2.7(c), in the case of the initial determination of such Letter of Credit, (ii) on the second Business Day prior to the date as of which such

Dollar equivalent is to be determined, in the case of any subsequent determination with respect to an outstanding Letter of Credit and (iii) on the second Business Day prior to the related drawing thereunder, in the case of any determination as to a drawing thereunder.

(c) If after giving effect to any such determination of a Dollar equivalent with respect to Competitive Bid Loans or Letters of Credit, the Dollar equivalent thereof exceeds $150,000,000, CBS shall, or shall cause the applicable Subsidiary Borrowers to, within five Business Days, (i) in the case of an excess with respect to Competitive Bid Loans, prepay outstanding Competitive Bid Loans in Foreign Currencies to eliminate such excess, (ii) in the case of an excess with respect to Letters of Credit, cause to be reduced (or, at the relevant Borrower's option, cash collateralize) outstanding Letters of Credit in Foreign Currencies to eliminate such excess, or (iii) in each case, take such other action to the extent necessary to eliminate any such excess. If after giving effect to any such determination of a Dollar equivalent with respect to Multi-Currency Revolving Loans, the Dollar equivalent thereof exceeds (A) the Multi-Currency Sublimit for any currency or (B) the Total Multi-Currency Sublimit, CBS shall, or shall cause the relevant Subsidiary Borrowers to, within five Business Days, prepay outstanding Multi-Currency Revolving Loans so that the Specified Currency Availability for each currency is greater than or equal to zero and so that the Total Specified Currency Availability is greater than or equal to zero or take such other action to the extent necessary to eliminate any such excess.

(d) Notwithstanding the foregoing, if at any time (i) the Commitment Utilization Percentage (calculated without giving effect to clauses (a)(ii) and (b)(ii) contained in the definition thereof in Section 1.1) is greater than 110%, CBS shall, or shall cause the relevant Subsidiary Borrowers to, within five Business Days prepay outstanding Competitive Bid Loans in Foreign Currencies, prepay outstanding Multi-Currency Revolving Loans, cause to be reduced (or, at the relevant Borrower's option, cash collateralize) outstanding Letters of Credit in Foreign Currencies or take such other action to the extent necessary to eliminate any such excess, or (ii) the Dollar equivalent of the outstanding Multi-Currency Revolving Loans is greater than 110% of (A) the Multi-Currency Sublimit for any currency or (B) the Total Multi-Currency Sublimit, CBS shall, or shall cause the relevant Subsidiary Borrowers to, within five Business Days, prepay outstanding Multi-Currency Revolving Loans so that the Specified Currency Availability for each currency is greater than or equal to zero and so that the Total Specified Currency Availability is greater than or equal to zero or take such other action to the extent necessary to eliminate any such excess.

(e) If any prepayment of a Competitive Bid Loan or a Multi-Currency Revolving Loan occurs pursuant to this Section 2.22 on a day which is not the last day of the then current Interest Period with respect thereto, CBS shall, or shall cause the applicable Subsidiary Borrowers to, pay to the Lenders such amounts, if any, as may be required pursuant to Section 2.16.

SECTION 2.23. *Judgment Currency*. If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due from any Borrower hereunder in the currency expressed to be payable herein (the "*specified currency*") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's London office on any Business Day preceding that on which the final judgment is given. The obligations of each Borrower in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent, as the case may be, of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent, as the case may be, may in accordance with normal banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the

Administrative Agent, as the case may be, in the specified currency, the applicable Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (i) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (ii) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender as compared to such Lender's Total Facility Percentage, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to the applicable Borrower.

SECTION 2.24. *Defaulting Lenders*. (a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(b) fees shall cease to accrue on the unused portion of the Commitment of such Defaulting Lender pursuant to Section 2.9(a);

(c) the Commitment and Facility Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.8), *provided*, that any waiver, amendment or modification requiring the consent of all Lenders or each directly affected Lender pursuant to Section 9.8(b)(i), (ii) and (iii), shall in each case require the consent of such Defaulting Lender;

(d) if any ABR Swingline Exposure or LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of the contingent obligations of the Lenders in respect of such ABR Swingline Exposure and LC Exposure shall be reallocated among the non-Defaulting Lenders in accordance with their respective Revolving Credit Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Outstanding Revolving Extensions of Credit does not exceed the total of all non-Defaulting Lenders' Commitments and (y) the conditions set forth in Section 4.3(b), (c) and (d) are satisfied at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent (x) first, prepay the ABR Swingline Loans and (y) second, cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in a manner satisfactory to the Administrative Agent for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to this Section 2.24(d), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.9(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to this Section 2.24(d), then the fees payable to the Lenders pursuant to Section 2.9(b) shall be adjusted in accordance with such non-Defaulting Lenders' Revolving Credit Percentages; and

(v) if any Defaulting Lender's LC Exposure is neither cash collateralized nor reallocated pursuant to this Section 2.24(d), then, without prejudice to any rights or remedies of

any Issuing Lender or any Lender hereunder, all fees that otherwise would have been payable to such Defaulting Lender (solely with respect to the portion of such Defaulting Lender's Commitment that was utilized by such LC Exposure) under Section 2.9(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Lenders in accordance with their outstanding Letters of Credit until such LC Exposure is cash collateralized and/or reallocated;

(e) so long as any Lender is a Defaulting Lender none of the Swingline Lenders shall be required to fund any ABR Swingline Loans and none of the Issuing Lenders shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrowers in accordance with Section 2.24(d), and participating interests in any such newly issued or increased Letter of Credit or newly made Swingline Loans shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.24(d)(i) (and Defaulting Lenders shall not participate therein); and

(f) any amount payable to such Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant hereto (but excluding Section 2.21) may, in lieu of being distributed to such Defaulting Lender, be applied by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Issuing Lenders, the Swingline Lenders and the Administrative Agent hereunder, (ii) second, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement and (iii) third, to such Defaulting Lender; *provided,* that if such payment is (x) a prepayment of the principal amount of any Loans and (y) made at a time when the conditions set forth in Section 4.3 are satisfied, such payment shall be applied solely to prepay the Loans of all non-Defaulting Lenders pro rata prior to being applied to the prepayment of any Loans of any Defaulting Lender.

In the event that the Administrative Agent and CBS each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then on such date such Lender shall purchase at par such of the Revolving Credit Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold the Revolving Credit Loans in accordance with its Revolving Credit Percentage. Except as expressly modified by this Section 2.24, the performance by any Borrower under any of the Loan Documents shall not be excused or otherwise modified as a result of this Section 2.24.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

CBS hereby represents and warrants, and each Subsidiary Borrower by its execution and delivery of a Subsidiary Borrower Request represents and warrants (to the extent specifically applicable to such Subsidiary Borrower), to each of the Lenders that:

SECTION 3.1. *Corporate Existence.* Each of CBS and each Material Subsidiary: (a) is a corporation, partnership or other entity duly organized and validly existing under the laws of the jurisdiction of its organization; (b) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being conducted, except where the failure to have any of the foregoing would not result in a Material Adverse Effect; and (c) is qualified to do business in all jurisdictions in which the nature of

the business conducted by it makes such qualification necessary and where failure so to qualify would result in a Material Adverse Effect.

SECTION 3.2. *Financial Condition.* The consolidated balance sheet of CBS and its Consolidated Subsidiaries as at December 31, 2013, and the related consolidated statements of operations and cash flows of CBS and its Consolidated Subsidiaries for the fiscal year ended on such date, with the opinion thereon of PricewaterhouseCoopers LLP, heretofore furnished to each of the Lenders (or set forth in CBS's Annual Report on Form 10-K for such fiscal year filed with the SEC and made available to the Lenders through access to a web site, including, without limitation, www.sec.gov), fairly present the consolidated financial condition of CBS and its Consolidated Subsidiaries as at such date and the consolidated results of their operations for the fiscal year ended on such date in accordance with GAAP. Neither CBS nor any of its Material Subsidiaries had on December 31, 2013 any known material contingent liability, except as referred to or reflected or provided for in the Exchange Act Report or in such balance sheets (or the notes thereto) as at such date.

SECTION 3.3. *Litigation.* Except as disclosed to the Lenders in the Exchange Act Report or otherwise disclosed in writing to the Lenders prior to the Closing Date, there are no legal or arbitral proceedings, or any proceedings by or before any Governmental Authority, pending or (to the knowledge of CBS) threatened against CBS or any of its Material Subsidiaries which have resulted in a Material Adverse Effect (it being agreed that any legal or arbitral proceedings which have been disclosed in the Exchange Act Report, whether threatened, pending, resulting in a judgment or otherwise, prior to the time a final judgment for the payment of money shall have been recorded against CBS or any Material Subsidiary by any Governmental Authority having jurisdiction, and the judgment is non-appealable (or the time for appeal has expired) and all stays of execution have expired or been lifted shall not, in and of itself, be deemed to result in a Material Adverse Effect). The "*Exchange Act Report*" shall mean, collectively, the Annual Report of CBS on Form 10-K for the year ended December 31, 2013 and Quarterly Reports on Form 10-Q of CBS and Current Reports on Form 8-K of CBS filed with or furnished to the SEC subsequent to December 31, 2013, but on or before December 2, 2014, in each case, as amended or supplemented on or before December 2, 2014.

SECTION 3.4. *No Breach, etc.* None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws (or other equivalent organizational documents) of any Borrower or CBS Operations, or any applicable law or regulation, or any order, writ, injunction or decree of any Governmental Authority, or any material agreement or instrument to which CBS or any of its Material Subsidiaries or CBS Operations is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or result in the creation or imposition of any Lien upon any of the revenues or assets of CBS or any of its Material Subsidiaries or CBS Operations pursuant to the terms of any such agreement or instrument. Neither CBS nor any of its Material Subsidiaries nor CBS Operations is in default under or with respect to any of its material contractual obligations in any respect that would have a Material Adverse Effect.

SECTION 3.5. *Corporate Action.* Each of the Borrowers and CBS Operations has all necessary corporate or other power and authority to execute, deliver and perform its obligations under this Agreement; the execution and delivery by each of the Borrowers and CBS Operations of this Agreement (or, in the case of each Subsidiary Borrower, the relevant Subsidiary Borrower Request), and the performance by each of the Borrowers and CBS Operations of this Agreement, have been duly authorized by all necessary corporate action on its part; this Agreement (or, in the case of each Subsidiary Borrower, the relevant Subsidiary Borrower Request) has been duly and validly executed and delivered by each of the Borrowers and CBS Operations; and this Agreement constitutes a legal, valid and binding

obligation of each of the Borrowers and CBS Operations, enforceable in accordance with its terms except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 3.6. *Approvals.* No authorizations, approvals or consents of, and no filings or registrations with, any Governmental Authority are necessary for the execution, delivery or performance by each Borrower of this Agreement or for the validity or enforceability hereof.

SECTION 3.7. *ERISA.* CBS and, to the best of its knowledge, its ERISA Affiliates have fulfilled their respective obligations under the minimum funding standards of ERISA and the Code with respect to each Plan and are in compliance in all material respects with the currently applicable provisions of ERISA and the Code except where any failure or non-compliance would not result in a Material Adverse Effect.

SECTION 3.8. *Taxes.* CBS and its Material Subsidiaries, to the knowledge of CBS, have filed all United States federal income tax returns and all other material tax returns which are required to be filed by or in respect of them and have paid or caused to be paid all Taxes shown as due on such returns or pursuant to any assessment received by CBS or any of its Material Subsidiaries, except those being contested and reserved against in accordance with Section 5.2.

SECTION 3.9. *Investment Company Act.* No Borrower is an "*investment company*", or a company "*controlled*" by an "*investment company*", subject to regulation under the Investment Company Act of 1940, as amended.

SECTION 3.10. *Environmental.* Except as in the aggregate would not have a Material Adverse Effect, neither CBS nor any of its Subsidiaries has received any notice of violation, alleged violation, non-compliance or liability regarding environmental matters or compliance with Environmental Laws with regard to any of its or its Subsidiaries' Properties or business, nor does CBS have any knowledge that any notice will be received or is being threatened.

SECTION 3.11. *Material Subsidiaries.* The list of Subsidiaries set forth in the most recently issued Form 10-K of CBS is complete and correct in all material respects with respect to Material Subsidiaries as of the date of the issuance of such Form 10-K.

SECTION 3.12. *Anti-Corruption Laws and Sanctions.* CBS has implemented and maintains in effect policies and procedures reasonably designed to promote compliance by CBS, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. CBS, its Subsidiaries and, to the knowledge of CBS, their respective directors, officers and employees are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) CBS, any Subsidiary nor, to the knowledge of CBS, any of their respective directors or officers or (b) to the knowledge of CBS, any employee or agent of CBS or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.

ARTICLE IV

CONDITIONS OF EFFECTIVENESS AND LENDING

SECTION 4.1. *Effectiveness*. The effectiveness of this Agreement is subject to the satisfaction of the following conditions:

(a) *Credit Agreement*. The Administrative Agent shall have received this Agreement, executed and delivered by (i) a duly authorized officer of CBS and CBS Operations and (ii) each Lender.

(b) *Closing Certificate*. The Administrative Agent shall have received a Closing Certificate of CBS and CBS Operations, dated the Effective Date, with appropriate insertions and attachments.

(c) *Opinion of Counsel*. The Administrative Agent shall have received an opinion of the chief legal officer or deputy general counsel of CBS and CBS Operations, dated the Effective Date, in form and substance satisfactory to the Administrative Agent and customary for transactions of this type.

(d) *Existing Credit Agreement*. The loans under the Existing Credit Agreement shall have been prepaid or paid in full, together with all accrued interest and fees with respect thereto.

SECTION 4.2. *Initial Loans to Subsidiary Borrowers; Designation of Foreign Subsidiary Borrowers*.

(a) The obligation of each Lender to make its initial Loan to a particular Subsidiary Borrower, if designated as such on or after the Effective Date, is subject to the satisfaction of the conditions that (A) CBS shall have delivered to the Administrative Agent (which shall promptly furnish to each Lender) a Subsidiary Borrower Designation for such Subsidiary Borrower no less than five Business Days prior to the effective date of such designation and (B) such Subsidiary Borrower shall have furnished to the Administrative Agent (i) a Subsidiary Borrower Request, (ii) a Closing Certificate of such Subsidiary Borrower, with appropriate insertions and attachments, (iii) one or more executed legal opinions with respect to such Subsidiary Borrower, in form and substance reasonably satisfactory to the Administrative Agent, and (iv) such reasonable documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act, to the extent reasonably requested by the Administrative Agent or any Lender. Notwithstanding anything to the contrary in this Agreement, a Lender shall not be required to make a Loan as part of any borrowing by or to issue or, subject to the next succeeding sentence, acquire a participation in any Letter of Credit or Designated Letter of Credit issued to, a Subsidiary Borrower that is a Foreign Subsidiary if the making of such Loan or the issuance by such Lender or the acquisition by such Lender (or, if such Lender is the Issuing Lender, the acquisition by any other Lender) of a participation in, such Letter of Credit or Designated Letter of Credit would violate any law or regulation to which such Lender is subject. Each Lender agrees promptly to notify the Administrative Agent and CBS upon becoming aware that the making of a Loan to, or the advance by it of, or the acquisition by it of a participation in, a Letter of Credit for the account of, any such Subsidiary Borrower would violate any law or regulation to which it is subject, and a Lender shall only be excused from acquiring a participation in a Letter of Credit under the immediately preceding sentence if it has given notice pursuant to this sentence of at least five Business Days prior to the issuance of such Letter of Credit. CBS may from time to time deliver a subsequent Subsidiary Borrower Designation with respect to any Subsidiary Borrower, countersigned by such Subsidiary Borrower, for the purpose of terminating such Subsidiary Borrower's designation as such, so long as, on the effective date of such termination, all

Subsidiary Borrower Obligations in respect of such Subsidiary Borrower shall have been paid in full. In addition, if on any date a Subsidiary Borrower shall cease to be a Subsidiary, all Subsidiary Borrower Obligations in respect of such Subsidiary Borrower shall automatically become due and payable on such date and no further Loans may be borrowed by such Subsidiary Borrower hereunder.

(b) In addition to the requirements set forth in Section 4.2(a), if the Company shall designate a Foreign Subsidiary as a Subsidiary Borrower by written notice to the Administrative Agent (a "*Notice of Designation*") (which shall promptly furnish to each Lender), any Lender may, with notice to the Administrative Agent and CBS, fulfill its Commitment by causing a Lender Affiliate to act as the Lender in respect of such Foreign Subsidiary. Additionally, (x) such Lender's obligations under this Agreement shall remain unchanged, (y) such Lender shall remain solely responsible to the other parties hereto for the performance of those obligations, and (z) CBS, CBS Operations, any Borrower, the Administrative Agent, the Lenders and the Letter of Credit issuer shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

(c) As soon as practicable after receiving a Notice of Designation from the Administrative Agent, and in any event no later than seven Business Days after the date of such Notice of Designation, any Lender that is restricted by any law or regulation to which such Lender is subject from extending credit under this Agreement to such Foreign Subsidiary directly or through a Lender Affiliate as set forth in Section 4.2(b) (a "*Protesting Lender*") shall so notify CBS and the Administrative Agent in writing. With respect to each Protesting Lender, which has not withdrawn such notice, CBS shall, effective on or before the date that such Foreign Subsidiary shall have the right to borrow hereunder, either (A) exercise its rights pursuant to Section 2.21(b) or (B) cancel its request to designate such Foreign Subsidiary as a Subsidiary Borrower hereunder.

SECTION 4.3. *All Credit Events*. The obligation of each Lender to make each Loan, and the obligation of each Issuing Lender to issue each Letter of Credit, are subject to the satisfaction of the following conditions:

(a) The Administrative Agent shall have received a request for, or notice of, such Credit Event if and as required by Section 2.3, 2.4, 2.6 or 2.7, as applicable;

(b) Each of the representations and warranties made by CBS and, in the case of a borrowing by a Subsidiary Borrower, by such Subsidiary Borrower, in Sections 3.1, 3.2, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9 and 3.10 shall be true and correct in all material respects on and as of the date of such Credit Event with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date in which case such representations and warranties shall be true and correct in all material respects as of such earlier date;

(c) At the time of and immediately after giving effect to such Credit Event no Default or Event of Default shall have occurred and be continuing; and

(d) After giving effect to such Credit Event, (i) with respect to Revolving Credit Loans, (A) the Outstanding Revolving Extensions of Credit of each Lender shall not exceed such Lender's Commitment then in effect and (B) the Total Facility Exposure shall not exceed the Total Commitment then in effect, and (ii) with respect to Multi-Currency Revolving Loans, (A) the outstanding Multi-Currency Revolving Loans in a particular Multi-Currency shall not exceed the Multi-Currency Sublimit for such currency and (B) the aggregate outstanding Multi-Currency Revolving Loans shall not exceed the Total Multi-Currency Sublimit.

Each Credit Event shall be deemed to constitute a representation and warranty by CBS on the date of such Credit Event as to the matters specified in paragraphs (b) and (c) of this Section 4.3.

ARTICLE V

COVENANTS

CBS covenants and agrees with each Lender that, as long as the Commitments shall be in effect or the principal of or interest on any Loan shall be unpaid, or there shall be any Aggregate LC Exposure, unless the Required Lenders shall otherwise consent in writing:

SECTION 5.1. *Financial Statements.* CBS shall deliver to each of the Lenders:

(a) within 45 days after the end of each of the first three quarterly fiscal periods of each fiscal year of CBS, consolidated statements of operations and cash flows of CBS and its Consolidated Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheet as at the end of such period, setting forth in each case in comparative form the corresponding consolidated figures for the corresponding period in the preceding fiscal year, accompanied by a certificate of a Financial Officer of CBS which certificate shall state that such financial statements fairly present the consolidated financial condition and results of operations of CBS and its Consolidated Subsidiaries in accordance with GAAP as at the end of, and for, such period, subject to normal year-end audit adjustments; *provided,* that the requirement herein for the furnishing of such quarterly financial statements may be fulfilled by providing to the Lenders the report of CBS to the SEC on Form 10-Q for the applicable quarterly period, accompanied by the officer's certificate described in the last paragraph of this Section 5.1;

(b) within 90 days after the end of each fiscal year of CBS, consolidated statements of operations and cash flows of CBS and its Consolidated Subsidiaries for such year and the related consolidated balance sheet as at the end of such year, setting forth in comparative form the corresponding consolidated figures for the preceding fiscal year, and accompanied by an opinion thereon (unqualified as to the scope of the audit) of independent certified public accountants of recognized national standing, which opinion shall state that such consolidated financial statements fairly present the consolidated financial condition and results of operations of CBS and its Consolidated Subsidiaries as at the end of, and for, such fiscal year; *provided,* that the requirement herein for the furnishing of annual financial statements may be fulfilled by providing to the Lenders the report of CBS to the SEC on Form 10-K for the applicable fiscal year;

(c) promptly upon their becoming publicly available, copies of all registration statements and regular periodic reports (including without limitation any and all reports on Form 8-K), if any, which CBS or any of its Subsidiaries shall have filed with the SEC or any national securities exchange;

(d) promptly upon the mailing thereof to the shareholders of CBS generally, copies of all financial statements, reports and proxy statements so mailed;

(e) within 30 days after a Responsible Officer of CBS knows or has reason to believe that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan have occurred or exist which would reasonably be expected to result in a Material Adverse Effect, a statement signed by a senior financial officer of CBS setting forth details respecting such event or condition and the action, if any, which CBS or its ERISA Affiliate proposes to take with respect thereto (and a copy of any

report or notice required to be filed with or given to PBGC by CBS or an ERISA Affiliate with respect to such event or condition):

(i) any reportable event, as defined in Section 4043(c) of ERISA and the regulations issued thereunder, with respect to a Plan, as to which PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event; *provided*, that a failure to meet the minimum funding standards of Section 412 or 430 of the Code or Section 302 of ERISA shall be a reportable event regardless of the issuance of any waiver in accordance with Section 412(c) of the Code or Section 302(c) of ERISA;

(ii) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan;

(iii) the termination under Section 4041A, or the institution by PBGC of proceedings under Section 4042(a) of ERISA for the termination of, or the appointment of a trustee to administer under Section 4042(b) of ERISA any Plan, or the receipt by CBS or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal by CBS or any ERISA Affiliate under Section 4201 or 4204 of ERISA from a Multiemployer Plan, or the receipt by CBS or any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA;

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against CBS or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days;

(vi) a failure to make a required installment or other payment with respect to a Plan (within the meaning of Section 430(k) of the Code), in which case the notice required hereunder shall be provided within ten days after the due date for filing notice of such failure with PBGC; and

(vii) a determination that any Plan is in "at risk" status (within the meaning of Section 430 of the Code or Title IV of ERISA) or a determination that any Multiemployer Plan is "insolvent" (within the meaning of Section 4245 of ERISA), "in reorganization" (within the meaning of Section 4241 of ERISA), or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 or Title IV of ERISA);

(f) promptly after a Responsible Officer of CBS knows or has reason to believe that any Default or Event of Default has occurred, a notice of such Default or Event of Default describing it in reasonable detail and, together with such notice or as soon thereafter as possible, a description of the action that CBS has taken and proposes to take with respect thereto;

(g) promptly after a Responsible Officer of CBS knows that any change has occurred in CBS's Debt Rating by either Rating Agency, a notice describing such change; and

(h) promptly from time to time such other information regarding the financial condition, operations or business of CBS or any of its Subsidiaries (including, without limitation, any

Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as any Lender through the Administrative Agent may reasonably request.

CBS will furnish to the Administrative Agent and each Lender, at the time it furnishes each set of financial statements pursuant to paragraph (a) or (b) above, a certificate (which may be a copy in the case of each Lender) of a Financial Officer of CBS (a "*Compliance Certificate*") (i) to the effect that no Default or Event of Default has occurred and is continuing (or, if any Default or Event of Default has occurred and is continuing, describing it in reasonable detail and describing the action that CBS has taken and proposes to take with respect thereto), and (ii) setting forth in reasonable detail the computations (including any *pro forma* calculations as described in Section 1.2(c)) necessary to determine whether CBS is in compliance with the Financial Covenant as of the end of the respective quarterly fiscal period or fiscal year. Each Lender hereby agrees that CBS may, in its discretion, provide any notice, report or other information to be provided pursuant to this Section 5.1 to such Lender by (i) electronic mail to the electronic mail address provided by such Lender and/or (ii) through access to a web site, including, without limitation, www.sec.gov.

SECTION 5.2. *Corporate Existence, Etc.* CBS will, and will cause each of its Material Subsidiaries to, preserve and maintain its legal existence and all of its material rights, privileges and franchises (*provided,* that (a) nothing in this Section 5.2 shall prohibit any transaction expressly permitted under Section 5.4, (b) the corporate existence of any Subsidiary (other than a Subsidiary Borrower or CBS Operations) may be terminated if, in the good faith judgment of the board of directors or the chief financial officer of CBS, such termination is in the best interests of CBS and such termination would not have a Material Adverse Effect, and (c) CBS or such Material Subsidiary shall not be required to preserve or maintain any such right, privilege or franchise if the board of directors of CBS or such Material Subsidiary, as the case may be, shall determine that the preservation or maintenance thereof is no longer desirable in the conduct of the business of CBS or such Material Subsidiary, as the case may be); comply with the requirements of all applicable laws, rules, regulations and orders of Governmental Authorities (including, without limitation, all Environmental Laws) and with all contractual obligations if failure to comply with such requirements or obligations would reasonably be expected to result in a Material Adverse Effect; pay and discharge all material taxes, assessments, governmental charges, levies or other obligations of whatever nature imposed on it or on its income or profits or on any of its Property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge, levy or other obligation the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained; maintain all its Property used or useful in its business in good working order and condition, ordinary wear and tear excepted, all as in the judgment of CBS or such Material Subsidiary may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times (*provided,* that CBS or such Material Subsidiary shall not be required to maintain any such Property if the failure to maintain any such Property is, in the judgment of CBS or such Material Subsidiary, desirable in the conduct of the business of CBS or such Material Subsidiary); keep proper books of records and accounts in which entries that are full, true and correct in all material respects shall be made in conformity with GAAP; and permit representatives of any Lender, during normal business hours upon reasonable advance notice, to inspect any of its books and records and to discuss its business and affairs with its Financial Officers or their designees, all to the extent reasonably requested by such Lender. CBS will implement and maintain in effect reasonable policies and procedures designed to promote compliance by CBS, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.3. *Insurance.* CBS will, and will cause each of its Material Subsidiaries to, keep insured by financially sound and reputable insurers all Property of a character usually insured by corporations engaged in the same or similar business and similarly situated against loss or damage of the kinds and in the amounts consistent with prudent business practice and carry such other insurance as is

consistent with prudent business practice (it being understood that self-insurance shall be permitted to the extent consistent with prudent business practice).

SECTION 5.4. *Prohibition of Fundamental Changes.* CBS will not, and will not permit any of its Material Subsidiaries to, (i) enter into any transaction of merger, consolidation, liquidation or dissolution or (ii) Dispose of, in one transaction or a series of related transactions, all or a substantial part of the consolidated assets of CBS and its Subsidiaries taken as a whole, whether now owned or hereafter acquired (excluding (x) financings by way of sales of receivables or inventory, (y) inventory or other Property Disposed of in the ordinary course of business and (z) obsolete or worn-out Property, tools or equipments no longer used or useful in its business). Notwithstanding the foregoing provisions of this Section 5.4:

(a) any Subsidiary of CBS may be merged or consolidated with or into: (i) CBS if CBS shall be the continuing or surviving corporation or (ii) any other such Subsidiary; *provided*, that (x) if any such transaction shall be between a Subsidiary that is not a Wholly Owned Subsidiary and a Wholly Owned Subsidiary, such Wholly Owned Subsidiary shall be the continuing or surviving corporation and (y) if any such transaction shall be between a Subsidiary and a Subsidiary Borrower, the continuing or surviving corporation shall be a Subsidiary Borrower;

(b) any Subsidiary of CBS may distribute, dividend or Dispose of any of or all its Property (upon voluntary liquidation or otherwise) to CBS or a Wholly Owned Subsidiary of CBS;

(c) CBS may merge or consolidate with or into any other Person (including, without limitation, CBS Operations) if (i) either (x) CBS is the continuing or surviving corporation or (y) the corporation formed by such consolidation or into which CBS is merged shall be a corporation organized under the laws of the United States of America, any state thereof or the District of Columbia and shall expressly assume the obligations of CBS hereunder pursuant to a written agreement and shall have delivered to the Administrative Agent such agreement and a certificate of a Responsible Officer and an opinion of counsel to the effect that such merger or consolidation complies with this Section 5.4(c), and (ii) after giving effect thereto and to any repayment of Loans to be made upon consummation thereof (it being expressly understood that no repayment of Loans is required solely by virtue thereof), no Default or Event of Default shall have occurred and be continuing;

(d) any Subsidiary of CBS may merge or consolidate with or into any other Person if, after giving effect thereto and to any repayment of Loans to be made upon the consummation thereof (it being expressly understood that, except as otherwise expressly provided in Section 4.2 with respect to Subsidiary Borrowers, no repayment of Loans is required solely by virtue thereof), no Default or Event of Default shall have occurred and be continuing; and

(e) CBS or any Subsidiary of CBS may Dispose of its Property if, after giving effect thereto and to any repayment of Loans to be made upon the consummation thereof (it being expressly understood that, except as otherwise expressly provided in Section 4.2 with respect to Subsidiary Borrowers, no repayment of Loans is required solely by virtue thereof), no Default or Event of Default shall have occurred and be continuing.

SECTION 5.5. *Limitation on Liens.* CBS shall not, directly or indirectly, create or suffer to exist, or permit any of its Subsidiaries to create or suffer to exist, any Lien upon or with respect to any of its Properties, whether now owned or hereafter acquired, or assign, or permit any of its Subsidiaries to assign, any right to receive income, in each case to secure or provide for the payment of any Indebtedness of any Person, except:

(a) purchase money Liens or purchase money security interests upon or in any Property acquired or held by CBS or any Subsidiary of CBS in the ordinary course of business to secure the purchase price of such Property or to secure Indebtedness incurred solely for the purpose of financing the acquisition of such Property;

(b) Liens existing on Property at the time of its acquisition (other than any such Lien created in contemplation of such acquisition);

(c) Liens on Property of Persons which become or became Subsidiaries securing Indebtedness existing, with respect to any such Person, on the date such Person becomes or became a Subsidiary (other than any such Lien created in contemplation of such Person becoming a Subsidiary);

(d) Liens securing Indebtedness incurred by CBS or any Subsidiary of CBS; *provided, however*, that the aggregate principal amount of Indebtedness referred to in this clause (d) secured by Liens shall not exceed $30,000,000 at any time outstanding; and

(e) any Lien securing the renewal, extension or refunding of any Indebtedness secured by any Lien permitted by clause (a), (b), (c) or (d) above that does not extend to Indebtedness other than that which is being renewed, extended or refunded.

SECTION 5.6. *Limitation on Subsidiary Indebtedness*. CBS will not permit any of its Subsidiaries to create, incur, assume or suffer to exist any Indebtedness (which includes, for the purposes of this Section 5.6, any preferred stock), except:

(a) Indebtedness of any Person which is acquired by CBS or any of its Subsidiaries after the Effective Date, which Indebtedness was outstanding prior to the date of acquisition of such Person and was not created in anticipation thereof;

(b) any Indebtedness owing by CBS or any of its Subsidiaries to CBS or any of its Subsidiaries (including any intercompany Indebtedness created by the declaration of any dividend (including a note payable dividend) by any Subsidiary to CBS or any of its other Subsidiaries);

(c) Indebtedness of any Subsidiary Borrower or CBS Operations under this Agreement;

(d) *Reserved*;

(e) Indebtedness outstanding on the Closing Date, with such Indebtedness outstanding as of September 30, 2014 being set forth on Schedule 5.6;

(f) any replacement, renewal, refinancing or extension of any Indebtedness permitted by Section 5.6(a) through (d) or set forth on Schedule 5.6 that does not exceed the aggregate principal amount (plus associated fees and expenses) of the Indebtedness being replaced, renewed, refinanced or extended (except that accrued and unpaid interest may be part of any refinancing);

(g) Indebtedness incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed in connection with the acquisition of any such assets; *provided*, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(h) Indebtedness; *provided,* that after giving effect thereto the aggregate principal amount of Indebtedness incurred pursuant to this paragraph (h) that is outstanding on such date (it being understood that, for the purposes of this paragraph (h), the term "*Indebtedness*" does not include Indebtedness excepted by any of clauses (a) through (g) inclusive) does not exceed the greater of (i) an aggregate principal amount in excess of 5% of Consolidated Tangible Assets (measured by reference to the then latest financial statements delivered pursuant to Section 5.1(a) or (b), as applicable) and (ii) $500,000,000 at any time; and

SECTION 5.7. *Financial Covenants* . CBS will not permit the Consolidated Leverage Ratio as of the last day of any fiscal quarter to be more than 4.50 to 1.00.

SECTION 5.8. *Use of Proceeds*. On and after the Effective Date, each Borrower will use the proceeds of the Loans and will use the Letters of Credit hereunder solely for general corporate purposes, including, without limitation, acquisitions (in each case in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulation U and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the regulations thereunder); *provided,* that neither any Agent nor any Lender shall have any responsibility as to the use of any of such proceeds. No Borrower will request any Loan or Letter of Credit, and no Borrower shall directly or knowingly indirectly use the proceeds of any Loan or Letter of Credit that, at the time of such funding, is (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, unless otherwise authorized by applicable Laws, or (C) in violation of any Sanctions applicable to any Borrower, unless otherwise authorized by applicable Laws.

SECTION 5.9. *Transactions with Affiliates*. Excepting (i) transactions directly or indirectly entered into pursuant to any agreement entered into prior to the Closing Date, or (ii) transactions contemplated by any agreement directly or indirectly entered into prior to the Closing Date. CBS will not, and will not permit any of its Material Subsidiaries to, directly or indirectly enter into any material transaction with any Affiliate of CBS except on terms at least as favorable to CBS or such Subsidiary as it could obtain on an arm's-length basis.

ARTICLE VI

EVENTS OF DEFAULT

In case of the happening of any of the following events ("*Events of Default*");

(a) (i) any Borrower shall default in the payment when due of any principal of any Loan or (ii) any Borrower shall default in the payment when due of any interest on any Loan, any reimbursement obligation in respect of any LC Disbursement, any Fee or any other amount payable by it hereunder and, in the case of this clause (ii), such default shall continue unremedied for a period of five Business Days;

(b) any representation, warranty or certification made or deemed made herein (or in any modification or supplement hereto) by any Borrower, or any certificate furnished to any Lender or the Administrative Agent pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made, deemed made or furnished;

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/16/2016
LINK TO: VENDOR SUMMARY 2:54 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : 134142467 CBS RADIO, NY
VENDOR ALPHA :

S VENDOR SUMMARY	JUNE 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	-49,800.00	.00
PAYMENTS	.00	49,800.00	255,450.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	49,800.00	49,800.00
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/16/2016
LINK TO: GRANT SUMMARY INQUIRY 2:43 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/16/2016
LINK TO: GRANT SUMMARY INQUIRY 2:44 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,387,704		150,997
	AB	FRINGE BENEFITS	434,124	434,796		-672
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

Contract Details

U-57-16

Medical Examiner Service
FORENSIC ODONTOLOGY

NIFS ID CQME1600000 1 NIFS Entry Date: 5/16/2016 Term: from 6/ 1/ 16 to 6/1/17

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☐	No ☒

Agency Information

Vendor	
Name RICHARD SERCHUK, DDS	**Vendor ID#** 123-40-9321
Address [redacted]	**Contact Person** Richard Serchuk, DDS
	Phone 516-759-1310

County Department
Department Contact Dr. Tamara Bloom Chief Medical Examiner
Address 2251 Hempstead Tpke East Meadow, NY 11554
Phone 572 - 5150

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered* ☑	5/16/16	Teresa Olin	
	OMB	*NIFS Approval (Contractor Registered)* ☐	5/23/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
5/31/16	County Attorney	*CA RE & Insurance Verification* ☑	6/6/16	[signature]	
5/31/16	County Attorney	*CA Approval as to form* ☐	6/6/16	[signature]	Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16	[signature]	

Contract Summary

Description: To provide forensic odontology services to the Medical Examiner's Office.

Purpose: To provide forensic odontology services to the Medical Examiner's office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown, badly mutilated and decomposed bodies to determine positive identification of the decedent.

Method of Procurement: We have and continue to reach out to members of the Suffolk Society of Forensic Dentistry who comprise dentists living and working in Nassau County. Essentially, this is a soul source for forensic odontologists in our catchment area. The members are highly specialized, trained, skilled, and knowledgeable with years of experience in conducting body identifications particularly during mass fatalities/mass disasters.

Procurement History: Generally, forensic odontologists outside of our catchment area charge upwards of $150/hour, significantly more than the $90/hour we are budgeted for. The mission of the Medical Examiner is to investigate the sudden, unexpected, suspicious, or unusual death of any person who dies in Nassau County & to properly identify bodies of decedents. Their availability to identify a body at a moment's notice is critical for timely release of the body to the proper next of kin.

Description of General Provisions: $90/hour for up to 18 hours of forensic odontology services.

Impact on Funding / Price Analysis:

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

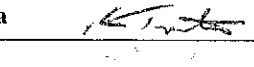
dvisement Information

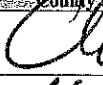
BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1200
Object:	DE
Transaction:	524

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 1,620.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	MEGEN1200 / DE524	$1620.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 1620.00

Document Prepared By: Kim Tempesta  **Date:** 5/16/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 6/11/14
Date	Date	*(For Office Use Only)*
		E #:

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Dr. RICHARD SERCHUK

2. Dollar amount requiring NIFA approval: $1620

Amount to be encumbered: $ 1620

✓ This is a new contract

_____Advisement ____Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 6/1/2016 -6/1/2017

4. Funding Source:

X General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)

Federal %_____
State %_____
County % 100

Is the cash available for the full amount of the contract?	X Yes	_____ No	
If not will it require a future borrowing?	_____ Yes	_____ No	
Has the County Legislature approved the borrowing?	_____ Yes	_____ No	_____ N/A
Has NIFA approved the borrowing for this contract?	_____ Yes	_____ No	_____ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide Forensic Odontology services to the ME's Office. This is a highly specialized field of dentistry in which the contractor is required to perform facial and dental examinations of unknown, badly mutilated and decomposed bodies to determine positive identification of the decedent.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

NONE

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dallen 5/31/14

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:
_____I certify that the bonding for the contract has been approved by NIFA
_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE:
All contract submissions MUST include the County's own routing slip, current NIFS print outs for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.
NIFA contract approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.
NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: RICHARD SERCHUK, DDS

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

✔ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ✔ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ✔ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Teresa Allen

Department Head Signature

5/11/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY MEDICAL EXAMINER AND RICHARD SERCHUK, D.D.S.

WHEREAS, the County has negotiated a personal services agreement with Richard Serchuk, D.D.S. to provide forensic odontology services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Richard Serchuk, D.D.S..

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/13/16

Vendor: Richard Serchuk DDS

Signed: Richard Serchuk DDS

Print Name: Richard Serchuk DDS

Title: OWNER

Rev. 3-2016

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Richard Serchuk
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address SAME
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder __/__/_____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ _____/____/____
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   ~~NO~~ YES X If Yes, provide details. VC for RS 6/3/16

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ____; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Serchuk, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of May 2016

Jason Ramos
Notary Public

JASON RAMOS
Notary Public - State of New York
NO. 01RA6313466
Qualified in Suffolk County
My Commission Expires Oct 20, 2018

Richard Serchuk MS
Name of submitting business

Richard Serchuk MS
Print name

Richard Serchuk MS
Signature

Owner
Title

5, 13, 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/13/16

1) Proposer's Legal Name: Richard Serchuk

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): X Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. ___

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. ___

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. ___

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. ___

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. ___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X .If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO conflicts exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event that a potential conflict arises, I will notify the County of the potential conflict and have the County determine if an actual conflict exists.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Dr. Lillian Nawrocki

Contact Person Dr. Lillian Nawrocki

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company Betsy Dziomba

Contact Person Betsy Dziomba

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company Dr. David Lynn

Contact Person Dr. David Lynn

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of May 2016

Jason Ramos
Notary Public

JASON, RAMOS
Notary Public - State of New York
NO. 01RA6313466
Qualified in Suffolk County
My Commission Expires Oct 20, 2018

Name of submitting business: Richard Serchuk DDS

By: Richard Serchuk DDS Print name

Richard Serchuk DDS
Signature

OWNER
Title

5/13/16 Date

Richard B. Serchuk, D.D.S.

[redacted]

6/20/2015

Curriculum Vitae

Personal Background

Date of Birth: May 17, 1957
Place of Birth: Flushing, New York
Marital Status: Married
Children: Two daughters and one son

Education

1979 Adelphi University B.S.
1982 NYU College Of Dentistry D.D.S.

Dental License

New York State
Connecticut

Professional Employment History

Sept.1982-Aug. 1989	Howard Kirschner, [redacted]
July 1987–Present	Richard Serchuk, [redacted]
Sept. 1989–1997	Glenwood Dental Associates, 1569 Ralph Ave. Brooklyn, New York
May 2007–June 2008	Lillian Nawrocki, [redacted]

Professional Associations and Societies

1982- Present	American Dental Association
1982-Present	New York State Dental Association
1982-Present	Academy of General Dentistry
1982-2004	Queens County Dental Society
1991-Present	Suffolk Society of Forensic Odontology
1997-Present	American Society of Forensic Odontology

Richard B. Serchuk, D.D.S.

Curriculum Vitae (cont.)

Professional Associations and Societies(cont.)

2004-Present	Nassau County Dental Association
2006-Present	Fellow of the American Academy of Forensic Sciences

Professional Appointments

1985-1999	Associate Attending Dental Department, Flushing Hospital, Flushing, N.Y.
1993-2004	Board of Trustees Queens County Dental Society
1994-2004	Chairman Council on Ethics Queens County Dental Society
1994-2004	Committee Member Council on Ethics New York State Dental Society
2009-Present	Committee Member Council on Ethics New York State Dental Society
1997- Present	Disaster Mortuary Operational Response Team, Region II, Forensic Odontology Section Member
2001-Present	Consultant for Suffolk County Medical Examiners Office in Forensic Odontology
2005-2006	Associate Board of Directors Nassau County Dental Society
2005-Present	Council on Ethics Nassau County Dental Society
2006-Present	Medical Reserve Corp. Nassau County
2007-Present	Board of Directors Nassau County Dental Society
2007-Present	National Dental Image Repository Department of Justice/Federal Bureau of Investigation Criminal Justice Information Systems Division
2008-Present	Dental Unit Leader Nassau County Medical Reserve Corp.
2009 - 2013	Chairman Council on Ethics Nassau County Dental Society
2015-Present	Chairman Council on Ethics Nassau County Dental Society
2009-2014	Council on Nominations Nassau County Dental Society
2010, & 2011	Delegate to the New York State Dental Association
2015	Alternate Delegate to the New York State Dental Association
2010 & 2011	Board of Governors American Society of Forensic Dentistry
2013- 2015	Chairman Council on Ethics New York State Dental Association

Awards

Oct. 16, 1996	Certificate of Appreciation given by Suffolk County Executive, Robert J..Gafney for "significant contributions in assisting with the Flight TWA# 800 investigation"

Awards (cont.)

1999	"The Golden Apple Award" given by the American Dental Association to the New York State Dental Society Council on Ethics.
2002	Certificate awarded from United States of America, Department of Health and Human Services, Office of Emergency Preparedness Member Disaster Mortuary Response Team Region 2 for "response to the September 11, 2001 terrorist activity in New York City"
Sept. 11, 2003	Certificate of Recognition given by Congressman Vito J. Fossella "To honor unsung efforts and unselfish dedication to our City and Nation during its time of need after the events of 9/11/01"
2006	New York State Senate Liberty Award given by State Senator Carl L. Marcellino "in recognition for his selfless and courageous service to the victims of the Hurricane Katrina Disaster."
Feb. 12, 2007	Certificate awarded from United States Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, "for participation as a member of the Federal Bureau of Investigation's Criminal Justice Information Services Division National Dental Image Repository Review Panel.
April 17, 2008	Assistant Director's Award for Excellence for "Exceptional Public Service" given by Thomas E. Bush III Assistant Director for United States Department of Justice Federal Bureau of Investigation, Criminal Justice Information Services Division

Presentations

Nov. 2004	Greater New York Dental Meeting "Forensics For The General Dentist"
Feb. 2005	American Academy of Forensic Sciences Annual Meeting Titled "Hazmat and the Forensic Odontologist"
Mar.2006	Presentation to Disaster Mortuary Operational Response Team Region 1 & 2 Titled "WINID3"
Jan. 2007	Lecture given at Yankee Dental Conference, Boston, Mass. Titled "How Disasters Are Changing Forensic Dentistry"
Feb. 2008	American Academy of Forensic Sciences Annual Meeting Titled "Examples Of National Incident Management System (NIMS) Protocols Within A Local Medical Examiners Office"
Feb. 2010	American Academy of Forensic Sciences Annual Meeting Titled "Digital Dental Image Transmission for Forensic Identification"
2011- 2013	Lecture given for Nassau County Department of Health, Medical Reserve Corps. "Pediatric Identification In A Mass Casualty Event" as part of a training program, "Pediatric Core Disaster Management Training Program"

End of CV

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Richard Serchuk MD S

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Sole Proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Self Only

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NO

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/13/16

Signed: Richard Serchuk DDS

Print Name: Richard Serchuk DDS

Title: OWNER

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of June 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of the Nassau County Medical Examiner, having its principal office at 2251 Hempstead Turnpike, East Meadow New York 11554 (the "Department"), and (ii) **Richard Serchuk, D.D.S.** as a member of the Suffolk Society of Forensic Dentistry, having his principal office a[redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. **This Agreement shall commence on June 1, 2016 and terminate on June 1, 2017** unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods, for a possible total term of four (4) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing forensic odontology services to the Department (the "Services"). The Contractor shall perform facial and dental examinations of unknown, badly mutilated and/or decomposed bodies to determine positive identification of deceased persons in the care of the Department.

3. Payment. (a) Amount of Consideration. **The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be One Thousand Six Hundred Twenty dollars ($1,620.00) payable as follows: Ninety dollars ($90.00) per hour for Services performed by Richard Serchuk, D.D.S.**

(b) Vouchers; Voucher Review, Approval and Audit.. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three

(3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County

may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

(e) The provisions of this Section shall survive termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault,

or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less two million dollars ($2,000,000.00) per claim and three million dollars ($3,000,000.00) in the aggregate; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers'

Compensation Insurance shall render this contract void and of no effect: The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting

Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at

240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

RICHARD SERCHUK, D.D.S.

By: Richard Serchuk DDS
Name: Richard Serchuk DDS
Title: OWNER
Date: 5/19/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

NEW YORK 'ALL-PURPOSE' ACKNOWLEDGMENT
REAL PROPERTY LAW §309-a

State of New York
County of NASSAU } ss.

On the 19TH day of MAY in the year 2016 before me,
Day *Month* *Year*

the undersigned personally appeared RICHARD B. SERCHUK,
Name of Signer

(and _____,) personally known to me or
Name of Additional Signer, if Any

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.

Ross O Andrus
Signature of Notary Public
Notary Public — State of New York

Place Seal Below OR Complete Lines Below

ROSS O. ANDRUS
Notary Public, State of New York
Qualified in Nassau County
No. 01AN6293591
My Commission Expires 12/16/2017

Name of Notary

Name of County in Which Originally Qualified

Commission Expiration Date

Name of County in Which Certificate of Official Character Filed (if required)

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONTRACT FOR SERVICES

Document Date: 5/19/16 Number of Pages: 8

Signer(s) Other Than Named Above: _____

© 2013 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5925

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13th day of May in the year 2016 before me personally came Richard Serchuk to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the owner of Richard Serchuk DDS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Jason Ramos

JASON RAMOS
Notary Public - State of New York
NO. 01RA6313466
Qualified in Suffolk County
My Commission Expires Oct 20, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization

plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail

return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or

any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Richard Serchuk JJS (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/13/16
Dated

Signature of Chief Executive Officer

Richard Serchuk
Name of Chief Executive Officer

Sworn to before me this
18th day of May, 2016

Notary Public

JASON RAMOS
Notary Public - State of New York
NO. 01RA6313466
Qualified in Suffolk County
My Commission Expires Oct 20, 2018

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 05/16/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 8:29 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 05 2016 MAY 2016
INDEX : MEGEN1200 FORENSIC MEDICINE
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE524	MEDICAL/PS	42,360	42,360	37,500	4,860
		EXP TOTAL	3,068,434	3,068,434	1,097,632	1,970,802

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

Contract ID#: CQPK160000064

Department: Parks, Rec & Museums

A- 58-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK160000064 NIFS Entry Date: 6/17/16 Term: **May 15, 2016-Dec 31, 2018**

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Gregg Raffa Events	Vendor ID# [redacted]
Address [redacted] REG: EMAIL: produceevents@aol.com	Contact Gregg Raffa Phone: 516-741-7464

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm _____ **Date** 6/17/16

Frank Camerlengo, Deputy Commissioner _____ **Date** 6/17/16

Eileen Krieb, CSR _____ **Date** 6/17/16

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*	6/20/16	Linda Barker	
6/20/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/20/16		Yes ☐ No ☐ Not required if blanket resolution
6/20/16	County Attorney	*CA RE & Insurance Verification* ☑	6/24/16		
6/20/16	County Attorney	*CA Approval as to form* ☐			Yes ☐ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16		

PR5254 (1/06)

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUN 20 P 5:26

Contract ID#: CQPK16000064

Department: Parks, Rec & Museums

Contract Summary

Description: An Oldies Show with the Impalas, Randy and the Rainbows, Shades of Soul and Empire

Purpose: to provide a musical performance of an Oldies Show at Lakeside Theatre, Eisenhower Park on August 15, 2016 from 8:00pm-10:00pm

Method of Procurement: Submitted proposal to RFP PK0307-1605 issued April 7, 2016.

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance 2 hour duration on August 15, 2016 at Lakeside Theatre. Total cost: $15,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $15,000

CONTRACT PROCESSING FEE $160 – copy attached.

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: Grt	9700 dm
Object: de	500
Transaction:	

PK97X5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other **GRANT**	**$15,000.00**
TOTAL	**$15,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pk, Rt 9700 de 500 PK97X5	**$15,000.00**
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$15,000.00**

Document Prepared By: C. Gillen

Date: June 17, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/20/16
Date	Date	*(For Office Use Only)*

E #:

PR5254 (1/06)

CQPK16-64

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Gregg Raffa Events

2. Dollar amount requiring NIFA approval: $ $15,000.00

Amount to be encumbered: $ 15,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 5/15/16-12/31/18

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No
Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A
Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a musical performance of an Oldies Show on August 15, 2016.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQPK15000026-$69,850.00

CQPK16-64

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 6/20/16

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND GREGG RAFFA EVENTS.

WHEREAS, the County has negotiated a personal services agreement with Gregg Raffa Events to provide the services for a musical "Oldies Show" at Lakeside Theatre, Eisenhower Park of a Tribute to Shania Twain and Tim McGraw on August 15, 2016, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Gregg Raffa Events.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Gregg Raffa Events

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 7, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **One hundred forty-four (144)** of potential proposers were sent notice of the RFP, **Thirty-five (35)** of potential proposers opened the documents and **Nineteen (19)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Friday, April 15, 2016. A total of Twenty-two (22) Proposals were submitted. A total of seven (7) proposals were received and evaluated for the D-1 Promotion section of the RFP. The evaluation committee consisted of: four (4) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

after_____

_____

_____

procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department

intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/17/16
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *Gregg Raffa Events*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 20 %
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 15%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 15%
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 20 %
TOTAL SCORE:	**SCORE:** 70%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: Paul Wygand
Title: Asdis Engineer

Paul W

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *Gregg Raffa Events*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	25% **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % **SCORE:** 25
Cost of Overall Project Total cost to the County.	30 % **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)
HIGHER COMMISSION BUT FINANCIALS ALL GOOD.

Recommendation: AWARD
Date: 4/18/07
Name: FRANK CAMERLENGO
Title: NOTARY COMMISSIONER

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *Gregg Raffa Events*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	**25%** **SCORE:** 25
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	**20 %** **SCORE:** 20
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	**25 %** **SCORE:** 25
Cost of Overall Project Total cost to the County.	**30 %** **SCORE:** 25
TOTAL SCORE:	**SCORE:** 95

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4/18/16
Name: C. Gillen C. Gillen
Title: Info Spec. II

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov\parks

THEATRICAL PRODUCTIONS & ALL RELATED SERVICES RFP#PK0307-1605

D-1 Evaluation Score Sheet – *Gregg Raffa Events*

Evaluation Criteria	Maximum Points
Contract Requirements and Proposed Solution Overall responsiveness of the proposal; Demonstration of a clear understanding of the requirements portion of the RFP; Clear description of the scope of work needed to satisfy the defined RFP requirements, previous engagements of similar scope and quality, description of recommendations and alternative approaches.	25% **SCORE:** 20%
Vendor Profile: Organization, Capacity, Staffing, Resumes Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section C, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.	20 % **SCORE:** 15%
Related Experience Prior public sector experience and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP	25 % **SCORE:** 25%
Cost of Overall Project Total cost to the County.	30 % **SCORE:** 25%
TOTAL SCORE:	**SCORE:** 85%

COMMENTS: (Should include discussion of vendor's proposed rights and benefits.)

Recommendation: Award
Date: 4-18-16
Name: Theodur Bini
Title: Mobile Electronic Operations Supv.

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/ONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/10/16

Vendor: FREED RAFFA OWENS

Signed:

Print Name: GREGORY F. RAFFA

Title: PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name GREGORY F. RAFFA
   Date of birth 9/6/46
   Home address [redacted]
   City/state/zip [redacted]
   Business address AS ABOVE
   City/state/zip AS ABOVE
   Telephone [redacted]
   Other present address(es) N/A
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 1/1/2006 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

   Sole PROPRIETORSHIP

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gary Kaffen, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of May 2016

Notary Public

MELISSA CAMPAGNOLI
Notary Public - State of New York
No. 01CA6308391
Qualified in Nassau County
My Comm. Expires July 21, 2018

GREGG RAFFA EVENTS
Name of submitting business

GREGORY F. RAFFA
Print name

Signature

PRESIDENT
Title

5/12/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/6/16

1) Proposer's Legal Name: GREGORY F. RAFFA

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ____
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

_____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

_____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

_____

_____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO CONFLICT EXISTS. IN THE EVENT THAT A POSSIBLE CONFLICT ARISES, I INFORM THE COUNTY OF THE POSSIBLE CONFLICT + ALLOW THE COUNTY TO DETERMINE IF AN ACTUAL CONFLICT EXISTS.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 1/6/1996

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 20

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company TOWN OF HEMPSTEAD

Contact Person BARBARA GRIMES

Address FRONT ST.

City/State HEMPSTEAD NY

Telephone 516 292 9000 x 7244

Fax #

E-Mail Address

Company NORTH HILLS COUNTRY CLUB

Contact Person MR. MICHAEL BOMENGO

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address MTBOMENGO@NORTHHILLSCC.COM

[redacted]

Company VISION ENTERPRISES

Contact Person MR. PETER MESOS

Address [redacted]

City/State [redacted]

Telephone 516 504-7000

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gregory Raffa, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of May 2016

Notary Public

MELISSA CAMPAGNOLI
Notary Public - State of New York
No. 01CA6308391
Qualified In Nassau County
My Comm. Expires July 21, 2018

Name of submitting business: GREGG RAFFA EVENTS

By: GREGORY F. RAFFA
Print name

Signature

PRESIDENT
Title

05 / 12 / 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: GREGG RAFFA EVENTS

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Sole Proprietorship Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

GREGG RAFFA PRINCIPAL

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/11/16

Signed:

Print Name: GREGORY F. RAFFA

Title: PRESIDENT

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rule making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Gregg Raffa Events**, with offices at [redacted] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0307-1605, issued on April 7, 2016; and

WHEREAS, the RFP provides for an initial three (3) year term with an option to renew for an additional two (2) one (1) year periods.

WHEREAS, the Contractor was selected based on its experience and expertise; and

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 15, 2016 and shall terminate on December 31, 2018 (three seasons), with an option to renew for an additional two (2) one (1) year periods, in County's sole discretion, unless sooner terminated as provided for herein. The Program(s) for 2017 and 2018 shall be agreed to by Parks and Promoter.

2. Program. The Promoter is hereby retained by the County to obtain and promote the services of the following (any or all shows: the "Program") in 2016:

Oldies Show featuring the Impalas, Randy and the Rainbows, Shades of Soul and Empire (the "Performer"), for one (1) live musical performance at Lakeside Theatre,

Eisenhower Park; to be held on August 15, 2016, from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Fifteen Thousand Dollars** (15,000.00). This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) The first payment shall be an advance payment of 50% of the maximum amount ($7,500.00), made payable to the Promoter. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment respecting shall be made payable to the Promoter shall be paid after the completion of each Performance. In the event the Performance is not completed in accordance with this Agreement, the Promoter shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Events, (c) payment of said Performers; (d) set-up, including but not limited to, providing the back-line for the Event, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or Program cancelled for any reason prior to completion of Program, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be

made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the

Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, Information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining,

and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000)

per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
Gregg Raffa Events and Entertainment
[redacted]

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured

Event(s) and Date(s): Oldies Show featuring the Impalas, Randy and the Rainbows, Shades of Soul and Empire on August 15, 2016
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:
County of Nassau
[redacted]

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the

administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on

any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance

Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performers shall make themselves available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(i) The County has final approval over all "Riders" between the Promoter and the Performers.

(j) Either prior to, during, or following any Performance (on site), neither Promoter nor any agent, contractor or employee of the Promoter, may mention any future shows or events that are not County shows or events. Promoter's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date last executed by the parties.

GREGG RAFFA EVENTS

By: _____
Name: GREGG RAFFA
Title: PRES.
Date: 6/16/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive ESQ
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16 day of June in the year 2016 before me personally came GREG RAFFA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of GREG RAFFA CORP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MELISSA CAMPAGNOLI
Notary Public - State of New York
No. 01CA6308391
Qualified in Nassau County
My Comm. Expires July 21, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16 day of June in the year 2016 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

GREG RAFFA (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

_____
_____
_____
_____
_____
_____

_____
_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws

regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/16/16
Dated

Signature of Chief Executive Officer

GREG RAFFA
Name of Chief Executive Officer

Sworn to before me this

16 day of June, 2016.

Notary Public

MELISSA CAMPAGNOLI
Notary Public - State of New York
No. 01CA6308391
Qualified In Nassau County
My Comm. Expires July 21, 2018

Contract ID#: CQPK16000065

Department: Parks, Rec & Museums

U-59-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Lakeside Theatre Concert

NIFS ID #: CQPK16000065 NIFS Entry Date: 6/20/16 Term: May 15, 2016 – July 30,2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Anthony Guadagno	Vendor ID# 119421376
Address [redacted] REG: TonyDanno@yahoo.com EMAIL	Contact Anthony Guadagno Phone: 646-523-0050

County Department
Department Contact Eileen Krieb
Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
Phone (516) 572-0378

Routing Slip

Brian Nugent, Ch. Dep. Comm. [signature] **Date** 6/17/16

Frank Camerlengo, Deputy Commissioner _____ **Date** _____

Eileen Krieb, CSR Eileen Krieb **Date** 6/17/16

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
6/20/16	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered* ☐	6/20/16	[signature]	
6/20/16	OMB	*NIFS Approval (Contractor Registered)* ☐	6/20/16	[signature]	Yes ☐ No ☐ Not required if blanket resolution
6/20/16	County Attorney	*CA RE & Insurance Verification* ☑	6/20/16	[signature]	
6/20/16	County Attorney	*CA Approval as to form* ☑	6/20/16	[signature]	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
6/20/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/20/16	[signature]	

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JUN 20 P 5:26

PR5254 (1/06)

Contract ID#: CQPK16000065

Department: Parks, Rec & Museums

Contract Summary

Description: Tony Danno's Manhattan Skyline, July 15th, 2016 at Lakeside Theatre, Eisenhower Park
Purpose: to provide a classic Doo Wop performance of Tony Danno' Manhattan Skyline at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on July 15,2016. Led by Tony Danno this group delights doo wop audiences with renditions of many favorites.
Method of Procurement: This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process, therefore this vendor is a Sole Source provider.
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on July 15, 2016 at Lakeside Theatre. Total cost: $2,050.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $2,050.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp: grt	9700
Object: de	(W)
Transaction:	

PCGRT 45

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$2,050.00
TOTAL	$2,050.00

LINE	INDEX/OBJECT CODE pk97	AMOUNT
1	pkgrt 9700 other500	$2,050.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$2,050.00

Document Prepared By: L. Rosenthal **Date:** June 17, 2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/20/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

CBPK16-65

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Anthony Guadagno

2. Dollar amount requiring NIFA approval: $ 2,050.00

Amount to be encumbered: $ 2,050.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: May 15,2016- July 30,2016

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
✓ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a live musical performance of the Tony Danno Manhattan Skyline at the Lakeside Theatre, Eisenhower Park on July 15, 2016 from 8:00pm-10:00pm.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

CQPK16-65

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dallen 6/20/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/20/2016
LINK TO: GRANT SUMMARY INQUIRY 3:35 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE:
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL :
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	21,179,431	20,866,473		-312,958
		REVENUE TOTAL	21,179,431	20,866,473		-312,958
	AA	SALARIES, WAGES &	3,538,701	3,273,919		264,782
	AB	FRINGE BENEFITS	434,124	407,835		26,289
	BB	EQUIPMENT	587,112	556,424		30,688
	DD	GENERAL EXPENSES	1,291,112	1,238,572	81	52,458
	DE	CONTRACTUAL SERVIC	15,328,382	14,476,733	148,755	702,894

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 06/20/2016
LINK TO: GRANT SUMMARY INQUIRY 3:35 PM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 06 2016 JUNE 2016 GRANT END DATE: 12/31/2016 A
GRANT : PK97 HOTEL MOTEL TAX PROCEEDS
GRANT DETAIL : X5 HOTEL MOTEL TAX PROCEEDS 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	TX	SPECIAL TAXS - SPE	984,863	1,124,020		139,157
		REVENUE TOTAL	984,863	1,124,020		139,157
	AB	FRINGE BENEFITS		250		-250
	DE	CONTRACTUAL SERVIC	984,863			984,863
		EXPENDITURE TOTAL	984,863	250		984,613
		REVENUE LESS EXPEN		1,123,770		1,123,770

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 06/20/2016
LINK TO: VENDOR SUMMARY 3:36 PM
ACTIVE
FISCAL MO/YEAR : 06 2016
VENDOR NUMBER : [redacted] ANTHONY GUADAGNO
VENDOR ALPHA :

S VENDOR SUMMARY JUNE 2016 ANNUAL BALANCE ALL YEARS BALANCE
ENCUMBRANCES
RETAINAGES
ACCRUALS
PAYMENTS
CASH RECEIPTS
ACCT RECVABLE
1099 TOTALS
B/U WITHHOLDING
B/U WITH PAID
TX LIEN W/HELD
TAX LIENS PAID
ST BCKUP W/HOLD
ST BU W/H PAID

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK

G007 - RECORD DOES NOT EXIST, PLEASE SELECT A FUNCTION

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND ANTHONY GUADAGNO

WHEREAS, the County has negotiated a personal services agreement with Anthony Guadagno to provide a live musical performance at Lakeside Theater, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with Anthony Guadagno

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Anthony Guadagno

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: **All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.**

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. x Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. x Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/17/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

June 5, 2016

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Anthony Guadagno
Re: July 15, 2016 appearance of The Manhattan Skyline

The above contractor will retain, produce and manage the professional musical performance of the above artists for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

The Manhattan Skyline was formed in 2008, and has performed at major venues, providing a classic Doo Wop sound. Led by Tony Danno, former member of the Capris, "Morse Code of Love," this group delights doo wop audiences with renditions of "Unchained Melody," "Hello Stringer," and more. This genre is much appreciated by many and brings very large audiences to Lakeside Theatre and other parks. The Manhattan Skyline will appear with the Clusters to provide an excellent performance of this popular vintage music at a very affordable price. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

BN;CAG

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No I have not Contributed to any campaign in Nassau County (None)

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: June 5 2016

Vendor: Anthony Guadagno

Signed: Anthony Guadagno

Print Name: ANTHONY GUADAGNO

Title: OWNER

Rev. 3-2016

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: June 5, 2016

1) Proposer's Legal Name: Anthony Guadagno

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: None

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that A Possible Conflict EXISTS I Inform the County of the Possible Conflict And Allow the County TO Determine If An ACTUAL Conflict EXISTS.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; Jan 2009

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 8 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Mickey B. Productions

Contact Person Mickey Borack

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

Company Steve Dassa Entertainment

Contact Person Steve Dassa

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address

Company Gold Coach Music Prod

Contact Person Mike Cohen

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ANTHONY GUADAGNO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of JUNE 2016

Salvatore Armao
Notary Public

SALVATORE ARMAO
NOTARY PUBLIC, State of New York
No. 41-4806842
Qualified in Queens County
Commission Expires Nov. 30, 2017

Name of submitting business: Anthony J. Guadagno

By: ANTHONY GUADAGNO
Print name

Anthony Guadagno
Signature

OWNER
Title

6 / 9 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Anthony Guadagno
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address _____
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ✓ 11/1/08 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ANTHONY GUADAGNO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9TH day of JUNE 2016

Salvatore Armao

Notary Public

SALVATORE ARMAO
NOTARY PUBLIC, State of New York
No. 41-4809642
Qualified in Queens County
Commission Expires Nov. 30, 2017

Anthony Guadagno

Name of submitting business

ANTHONY GUADAGNO

Print name

Anthony Guadagno

Signature

OWNER

Title

6 / 9 / 2016

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: ANTHONY GUADAGNO

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____ ✓ Other (specify) SOLE PROP.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: JUNE 9, 2016 Signed: Anthony Guadagno

Print Name: ANTHONY GUADAGNO

Title: OWNER

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Anthony Guadagno, [redacted] having its principal address at [redacted] (the "Performer" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 15, 2016 and shall terminate upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained to perform a live musical performance, "**Tony Danno's Manhattan Skyline**", at Lakeside Theatre, Eisenhower Park; to be held on July 15, 2016, from 8:00 p.m. to 10:00 p.m. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

The Performer shall be responsible, at its own cost and expense, for supplying all hotel rooms, airfare, ground transportation, the band(s), the performers' set-up, breakdown and backline. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting and reasonable hospitality.

At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Two Thousand Fifty Dollars** ($2,050.00). The Contractor agrees that the invoices are paid in arrears per each invoice and voucher submitted after the performance to the County. This amount is inclusive of any and all expenses including the supporting band, travel and rehearsal. For Payment purposes, the following amounts shall be allocated to each Performer:

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) There shall be an advance payment of 50% (a total of $1,025.00) of the maximum amount for each Performer, made payable to the Performer. Payment of the advance amount shall be contingent upon submission of written proof of booking of each Performer, along with a standard County claim voucher (the "Voucher") certified by the Performer, approved by the Department and filed with the Comptroller of the County.

(ii) The balance payment of $1,025.00 shall be payable to the Performer and shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Performer will receive no payments respecting any services performed after the Performer received notice of termination from the County.

(e) Non-Completion. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the completion of the Program, the Performer shall immediately return any and all payments that the Performer has received. The re-payment shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Performer shall comply and shall cause all Performer Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause all Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property. The Performer shall prominently display on the home page of the Performer's website its scheduled performance at the Holiday Spectacular.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performers own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause all Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Anthony Guadagno
[redacted]

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured for a musical performance by Tony Danno's Manhattan Skyline
Date(s): July 15, 2016
Location: Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer uses a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party

this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled. In the event that the program is cancelled prior to the Performer performing as stated in this section, the Performer shall return all payments received by the Performer pursuant to Section 3, above.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to

third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

(e) In the event that the performance does not take place, for any reason, the Contractor agrees to perform at a re-scheduled date. Said date to be at the mutual agreement of the parties.

(f) Performer acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(g) The Performer shall make itself available for photographs prior to the performance.

(h) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(i) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.

(j) Either prior to, during, or following any Performance (on site), neither Performer nor any agent, contractor or employee of the Performer, may mention any future shows or events that are not County shows or events. Performer's failure to comply with this provision shall result in the forfeiture of all remaining payments due hereunder and will result in the termination of this agreement.

20. Streaming Video. The Performer and/or Performer hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Contractor is not obligated to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, since the contract is for less than five thousand dollars ($5,000.00).

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

ANTHONY GUADAGNO

By: Anthony Guadagno
Name: Anthony Guadagno
Title: Owner
Date: June 5, 2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 9TH day of JUNE in the year 2016 before me personally came ANTHONY GUADAGNO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of QUEENS; that he or she is the OWNER of THE MANHATTAN SKY CAFE, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SALVATORE ARMAO
NOTARY PUBLIC, State of New York
No. 41-4806642
Qualified in Queens County
Commission Expires Nov. 30, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

ANTHONY GUADAGNO (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Permittee _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

6/9/16
Dated

Signature of Chief Executive Officer

ANTHONY GRADAGNO
Name of Chief Executive Officer

Sworn to before me this

9TH day of JUNE, 2016.

Notary Public

SALVATORE ARMAO
NOTARY PUBLIC, State of New York
No. 41-4906542
Qualified in Queens County
Commission Expires Nov. 30, 2017

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN SARCONE
EXECUTIVE DIRECTOR

COUNTY OF NASSAU
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT
40 MAIN STREET – SUITE A – EXECUTIVE OFFICE
HEMPSTEAD, NEW YORK 11550
(516) 572-2978 FAX (516) 572-2789

MEMORANDUM

To: Samantha Goetz, Esq., Deputy County Attorney
From: Oriana Mazza, Esq., Counsel, OHCD
CC:
Date: 6/9/16
Re: Contract with Leslie Francis, Esq., NIFS ID# 16000006

To whom it may concern:

The attached copy of this contract is the **WEBSITE READY** copy.

As the vendor is a sole proprietor, personal information such as home address, telephone number, and social security number have been redacted, in accordance with the FOIL disclosure exemption under Article 6 of the New York State Public Officers Law.

Please advise if the department should take any further steps to ensure the confidentiality of this personal information. Thank you for your attention to this matter.

Contract ID#: _____ Department: OHHS

Contract Details

SERVICE _____Hearing Officer____

NIFS ID #: 1600600 6 NIFS Entry Date:_____ Term: from 3/1/16 to 2/28/17

New X Renewal ☐	1) Mandated Program:	Yes ☐	No ☐
Amendment ☐	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
Blanket Resolution ☐ RES# _____	5) Insurance Required	Yes ☐	No ☒

Agency Information

Vendor		County Department	
Name Leslie Francis, Esq	Vendor ID# [redacted]	Department Contact Oriana Mazza	
Address [redacted] Westbury, NY 11590	Contact Person Leslie Francis Phone(516) [redacted]	Address 40 Main St, Hempstead	
		Phone 572-2978	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ *Contractor Registered*		George J Hoff	
	OMB	*NIFS Approval (Contractor Registered)* ☐	3/15/16		Yes ☐ No ☐ Not required if blanket resolution
3/23/16	County Attorney	*CA RE & Insurance Verification* ☑	3/23/16		
3/23/16	County Attorney	*CA Approval as to form* ☑	3/23/16		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

Contract ID#: _____ Department: OHHS

Contract Summary

Description: To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program.
Purpose: Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.
Method of Procurement: An ad for the position was placed on three law-related websites. Only two applicants responded. Both applicants were interviewed and the Contractor was selected for the position based on Contractor's knowledge, skills, and experience. Contractor is an attorney admitted to the New York State bar.
Procurement History: See above
Description of General Provisions: Contractor shall be paid $450 for each day of conducting hearings and issuing related hearing decisions, for a period of up to one (1) year.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement:
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	HI
Resp:	8341
Object:	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	☐	XXXXXXX
County		$
Federal		$ 5,400.00
State		$
Capital		$
Other		$
TOTAL		$ 5,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HIGRT8300FED/0500	$ 5,400.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 5,400.00

Document Prepared By: Oriana Mazza Date: 2/29/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	*(For Office Use Only)* E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leslie Francis, Esq.

2. Dollar amount requiring NIFA approval: $ 5,400

Amount to be encumbered: $ 5,400

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 3/1/16 - 2/28/17

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a Hearing Officer to hold hearings and issue written decisions in connection with the Department's housing programs, including the Housing Choice Voucher (Section 8) program. Federal regulations at 24 CFR § 282.555(a) require the Department to grant informal hearings to individuals who have had their Section 8 benefits terminated or have a grievance regarding their portion of the rent or utility allowance, among other issues. New York State, through its Homes & Community Renewal Section 8 Administrative Plan, outlines required hearing procedures.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQH115000014 contract for same services for period 3/1/15 - 2/28/16 ($5,400)

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Miller — 3/16/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ.

WHEREAS, the County has negotiated a personal services agreement with Leslie Francis Esq. to act as Hearing Officer for informal hearings related to programs administered by the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Leslie Francis Esq.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME:_____Leslie Francis, Esq_____

CONTRACTOR ADDRESS: [redacted], Westbury, NY 11590

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. **SEE STAFF SUMMARY**

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ.

WHEREAS, the County has negotiated a personal services agreement with Leslie Francis Esq. to act as Hearing Officer for informal hearings related to programs administered by the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Leslie Francis Esq.

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: GRANT SUMMARY INQUIRY 10:28 AM
ACTIVE
BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03-2016 MAR 2016 GRANT END DATE: 09/30/2016 A
GRANT : [illegible] HOUSING CHOICE VOUCHER PROGRAM
GRANT DETAIL : 41 HOUSING CHOICE VOUCHER PROGRAM
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	FA	FEDERAL AID - REIM	2,084,000	2,050,246		-33,754
		REVENUE TOTAL	2,084,000	2,050,246		-33,754
	AA	SALARIES, WAGES &	1,248,000	1,229,082		18,918
	AB	FRINGE BENEFITS	525,000	362,272		162,728
	BB	EQUIPMENT	2,000	1,301	443	257
	DD	GENERAL EXPENSES	90,000	45,687	35,095	9,218
	DE	CONTRACTUAL SERVIC	26,000			26,000

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 13 2015 ADADJ2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	01/13/2016	136P	VDHI15001356 01	HIGRT8300FED	DE500			13 2015
	01/08/2016	FAIR HEARING 12/11/2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 10 2015 OCT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	10/30/2015	136P	VDHI15001033 01	HIGRT8300FED	DE500			10 2015
	10/02/2015	FAIR HEARING SEPTEMBER 11,2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 09 2015 SEPT 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	09/16/2015	136P	VDHI15000871	01 HIGRT8300FED	DE500			09 2015
	08/24/2015	FAIR HEARING AUGUST 6,2015						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	08/03/2015	136	P VDHI15000747	01 HIGRT8300	FED	DE500		08 2015
	08/03/2015	FAIR HEARING 07/02/2015 SERVICES RENDERED						-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:28 AM
ACTIVE
FISCAL MO/YEAR : 07 2015 JULY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	07/08/2015	136P	VDHI15000678 01	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 04/3/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 02	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 05/1/2015	06/05/15				-450.00
	07/08/2015	136P	VDHI15000678 03	HIGRT8300FED	DE500			07 2015
	06/22/2015		FAIR HEARING 06/05/2015	06/06/15				-450.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR DETAIL 10:29 AM
ACTIVE
FISCAL MO/YEAR : 05 2015 MAY 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] LESLIE FRANCIS

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	05/05/2015	103	CQHI15000014 01	HIGRT8300FED	DE500			05 2015
		OHHS FAIR HEARING CONTRACT						5,400.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Vendor: Leslie L. Francis, Esq.

Signed: Leslie L Francis

Print Name: Leslie L. Francis

Title: Attorney/Owner

Rev. 3-2016

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4-22-16

Signed: [signature]

Print Name: LESLIE L. FRANCIS

Title: OWNER

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Leslie L. Francis
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip Westbury, NY 11590
   Business address [redacted]
   City/state/zip Westbury NY 11590
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip Jericho, NY 11753
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) - OWNER

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details. NASSAU COUNTY Office of Housing and INTERGOVERNMENTAL CONTRACT 150000014

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22 day of April / 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/22/2016

Leslie L. Francis, Esq.
Name of submitting business

Leslie L. Francis
Print name

Signature

owner
Title

4/22/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-22-16

1) Proposer's Legal Name: LESLIE L. FRANCIS

2) Address of Place of Business: [redacted] Westbury NY 11590

List all other business addresses used within last five years: 250 Fulton Ave, Hempstead, NY; 366 N. Broadway #410 Jericho, NY

3) Mailing Address (if different): _____

Phone : [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business: Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. As a sole proprietor, I would be aware of any conflicts & would resolve them immediately

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NANOIA Bailing Machines

Contact Person Fred von Bargen Sr

Address 200 Frank Rd.

City/State Hicksville NY 11801

Telephone (516) 433-2055

Fax # (516) 433-4807

E-Mail Address NONE

Company ShipCargo

Contact Person Edward E Strauhs

Address [redacted]

City/State Levittown, NY 11756

Telephone [redacted]

Fax # none

E-Mail Address [redacted]

[redacted]

Company Morgan Stanley

Contact Person Dan Purpiese

Address 1585 Broadway, 01 Floor

City/State New York, NY, 10038

Telephone (212) 761-0565

Fax # none

E-Mail Address Dan.Purpiese@morganstanley.com

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Leslie L. Francis, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22 day of April 2016

Notary Public

ROBERT SHIPKO
Notary Public, State of New York
No. 01SH6120840
Qualified in Nassau County
Term Expires 12/27/2016

Name of submitting business: Leslie L. Francis, Esq.

By: Leslie L. Francis
Print name

Signature

Owner
Title

4 / 28 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LESLIE L. FRANCIS, ESQ.

Address: [redacted]

City, State and Zip Code: WESTBURY, NY 11590

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sole proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

NONE

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/15/16

Signed: Leslie Francis

Print Name: LESLIE L. FRANCIS

Title:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Office of Housing and Homeless Services, having its principal office at 40 Main Street, Hempstead NY 11550 (the "Department"), and (ii) Leslie Francis, Esq., having a principal office at [redacted], Westbury, NY 11590 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2016 and terminate on February 28, 2017, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of acting as a Hearing Officer when required by the Department for informal hearings related to programs administered by the Department, including but not limited to the Housing Choice Voucher (Section 8) program ("Services").

Hearings shall be conducted, and hearing decisions shall be rendered, in accordance with applicable federal, state, and local laws, rules, regulations, and guidelines, including but not limited to 24 CFR § 982 and the New York State Homes & Community Renewal Section 8 Administrative Plan, as amended. Contractor shall prepare written hearing decisions within the timeframes cited within the applicable laws, rules, regulations, and guidelines, currently 14 calendar days, or as directed by the Department. The parties agree HUD regulations at 24 CFR § 982.555 define circumstances in which the Department is not bound by the Hearing Officer's decision and may make an alternate determination.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Five Thousand Four Hundred dollars ($5,400) (the "Maximum Amount"), payable as follows: Four Hundred and Fifty dollars ($450) per day of hearings, including conducting the informal hearing and issuing a written decision. The hearing schedule will be set by the Department at a rate of approximately one day of hearings per month, or as necessary in the Department's sole discretion. The Maximum Amount includes all expenses related to the rendering of Services, including travel time and preparation time.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the

Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor

agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement, and shall maintain the confidentiality of all such information.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one

million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is

impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County (to the order of "County of Nassau") by the Contractor upon signing this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

LESLIE FRANCIS, ESQ.

By: _____
Name: LESLIE L. FRANCIS
Title: HEARING OFFICER
Date: 2-16-16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of February in the year 2016 before me personally came Leslie Francis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the _____ of Forum, the ~~corporation~~ described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

NORMAN J. GERSMAN
Notary Public, State of New York
No. 01GE6094034
Qualified in Nassau County
Commission Expires June 16, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC