NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK
FIFTEENTH MEETING
FEBRUARY 27, 2017 1:00P.M.
SECOND MEETING OF 2017

1.
Meeting Minutes
Documents:

RULES COMMITTEE, 02-27-17.pdf

2.
Rules
Documents:

R-2-27-17.pdf

3.
Rules Contracts
Documents:

E-36-17 NCWEB.pdf
E-39-17NCWEB.pdf
E-41-17 NCWEB.pdf
E-42-17 NCWEB.pdf
A-1-17 NCWEB.pdf
A-5-17 NCWEB.pdf
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E-36-17 NCWEB ADDITIONAL INFO.pdf
E-38-17 NCWEB 2.pdf
E-40-17 NCWEB 2.pdf

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTEE

ON

MONDAY, FEBRUARY 27, 2017 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER

THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING

1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

Dated: February 17, 2017
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE** ON **MONDAY, FEBRUARY 13, 2017 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, FEBRUARY 27, 2017 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

?FULL LEGISLATIVE SESSION .....1:00 PM

COMMITTEE	TIME
RULES	1:00PM
PUBLIC SAFETY	1:00PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00PM
TOWNS, VILLAGES AND CITIES	1:00PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00PM
PUBLIC WORKS AND PARKS	1:00PM

HEALTH AND SOCIAL SERVICES	1:00PM
GOVERNMENT SERVICES AND OPERATIONS	1:00PM
MINORITY AFFAIRS	1:00PM
VETERANS AND SENIOR AFFAIRS	1:00PM
FINANCE	1:00PM

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

Dated: February 6, 2017
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, February 27, 2017
5:23 P.M

A P P E A R A N C E S:

NORMA GONSALVES,
Chairwoman

RICHARD NICOLELLO, (substituted by
Vice Chairman Legislator Muscarella)

HOWARD KOPEL

DENNIS DUNNE

KEVAN ABRAHAMS,
Ranking

DELIA DERIGGI-WHITTON

CARRIE SOLAGES

MICHAEL C. PULITZER,
Clerk of the Legislature

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LIEUTENANT GREG STEPHANOFF.....7
INSPECTOR TORRES.....8
GERALD PODLESAK.....10
BRIAN HALL.....12
ROBERT CLEARY.....18
JOHN BUDNICK.....21
SAM LITTMAN.....30
JUDGE JOHN MARKS.....36

Rules Committee/2-27-17

CHAIRWOMAN GONSALVES: The Rules Committee is now in session. I'll call the roll. Substituting for Legislator Nicolello will be Legislator Muscarella. Legislator Muscarella?

LEGISLATOR MUSCARELLA: Present.

CHAIRWOMAN GONSALVES: Legislator Dennis Dunne?

LEGISLATOR DUNNE: Here.

CHAIRWOMAN GONSALVES: Legislator Howard Kopel?

LEGISLATOR KOPEL: Here.

CHAIRWOMAN GONSALVES: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CHAIRWOMAN GONSALVES: Carrie Solages?

(No verbal response.)

CHAIRWOMAN GONSALVES: And I'm here, Norma Gonsalves. And, Mr. Clerk,

Siela Bynoe is substituting for Mr. Solages.

We have a number of contracts before us. Let's see how quickly we can get through them.

We begin with A-1-17, is a resolution authorizing the Director of Nassau County Office of Purchasing to award and execute a contract within the County of Nassau acting on behalf of the Nassau County Department of Assessment and Pitney Bowes, Incorporated.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR MUSCARELLA: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Muscarella.

MR. CORTE: Thank you. Steven Corte, Department of Assessment.

The request that you have before you is for us to lease an identical machine that we have right now with the lease agreement which will be expiring in March. It's a Pitney Bowes machine. It folds and

inserts mailings that we do for various departments including our own.

Like I said, the lease is about to end, but we've run over 2 million copies through this machine so it's pretty much worn at this point.

The new contract is for another five years and it's approximately $2,200 less during that five year period than what we're currently paying.

CHAIRWOMAN GONSALVES: Any questions of Mr. Corte?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Contract A-1-17 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The next one is A-5-17, is a resolution authorizing the Director of

Nassau County, Office of Purchasing to award and execute a contract within the County of Nassau acting on behalf of the Nassau County Police Department and Electronic Interface Associates.

Motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff. I have Inspector Torres with me for any questions as well.

Item A-5-17, is to authorize and award a purchase order for a security system for the Fourth Precinct, the new building.

The solicitation was advertised in Newsday and posted on the Nassau County bid solicitation board. 72 vendors were notified. Three bids were received and it was awarded to the lowest bidder, Electronic Interface Associates. The cost is

$188,847.81 being funded by capital.

CHAIRWOMAN GONSALVES: Any questions or comments?

LEGISLATOR DUNNE: Just real quick. Have we used them before?

LIEUTENANT STEPHANOFF: No. They were the lowest bidder.

LEGISLATOR DUNNE: Has anybody else used them, any other municipality?

MR. TORRES: Yes, we're familiar with their work. We haven't had an opportunity to work with them and they happen to be the lowest bidder on this case. We vetted them out and we're fine with it.

LEGISLATOR DUNNE: You're satisfied. Thank you. That's all I need.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Good afternoon. Was this not part of the original specifications for the building? In other words, was it not included in the original funding?

MR. TORRES: Correct. This was

part of the police department's responsibility to provide access control and security to the new facility.

LEGISLATOR KOPEL: What I'm saying is, when we authorize funding for the construction of the facility, nobody included a security system?

MR. TORRES: Well, it wasn't part of the HUD funding for the building, no, sir. It's part of the capital funding.

LEGISLATOR KOPEL: And did we not have a capital item back then for construction?

MR. TORRES: We do. It falls under the same capital project as we did the First Precinct and the Eighth Precinct, so on the same project.

LEGISLATOR KOPEL: Okay.

CHAIRWOMAN GONSALVES: Any other questions or comments?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in

favor of Item A-5-17 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Next item is E-29-17, a resolution 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 Lynn, Gartner, Dunne & Covello, L.L.P.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne. Mr. Podlesak.

MR. PODLESAK: Hi. This is the third amendment to a contract for services with this firm as outside counsel in various areas of the law that they have been determined to be qualified.

The current contract expires on April 15th, 2017. This amendment is to

renew the contract for one additional year, that is to April 15th of 2018, and to increase the maximum amount of the contract by $200,000.

The firm represents the county in several active matters including appeals and is currently assisting the Comptroller's Office in a matter involving the Town of Hempstead IDA.

CHAIRWOMAN GONSALVES: Any questions or comments of Mr. Podlesak?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-29 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The next item is E-31-17, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Human Services

Rules Committee/2-27-17

Office of Mental Health, Chemical Dependency and Developmental Disability Services, Fiona A. Radcliffe, PhD.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Who is here to speak on this item?

MR. HALL: Good evening. Brian Hall, Human Services. This is a personal service contract with Feona Radcliffe to perform mental health evaluations and court testimony for human services.

She was picked from 13 applicants. She has extensive experience in this field. We ran the RFP ad through 8-22-16 through 12-9 and this is a mandated court order service from the state and is 50 percent reimbursable by New York State.

CHAIRWOMAN GONSALVES: Yes, Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I'm just going back to our questions regarding

the terms, the dates for the contract.

MR. HALL: Yes. I can tell that you this contract was for one, it's for 2017, 1-1 through --

LEGISLATOR DERIGGI-WHITTON: The dates are wrong. Because I was thinking that maybe you have the dates wrong.

MR. HALL: Well, what I have on here, it's from 1-1-17 to 12-31 -- well, actually it's a three year contract. This is the first of the three years.

LEGISLATOR DERIGGI-WHITTON: Hold on. Maybe it's just my backup. But I have January 1, 2016 to December 31st.

MR. HALL: Which contract do you have in front of you?

LEGISLATOR DERIGGI-WHITTON: Are we going back to January 1st, 2016 right now?

MR. HALL: There's two of them here. E-31 and E-32. E-31 is 2017.

CHAIRWOMAN GONSALVES: Are you finished, Legislator DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: You

know what, I will ask when it's the next contract.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: This is one of those late contracts again I see.

MR. HALL: Well, this is a January contract.

LEGISLATOR KOPEL: And we are in March after tomorrow.

MR. HALL: Right. Well, we sent the contract out on 12-14. It was returned by the department on 1-11 and we had it out of the department on 1-23. We could not start the process until the budget was loaded. It was another one of those situations where we weren't physically capable of putting the contract into the system.

LEGISLATOR KOPEL: Are you saying that basically this is just going to keep on happening. There is nothing that we can do about it?

MR. HALL: I don't want to say

that.

LEGISLATOR KOPEL: Well, I'm asking the question.

MR. BECKER: Legislator Kopel, may I say that this is a problem and, together with Mr. Cleary, he's working on this, as he expressed last time, if you want to get more information.

But one of the possible solutions that's been mentioned is perhaps -- and we actually tried to do it this year, but we weren't able to do it with the new disclosure forms and many of the various different vendors were getting kicked back or had to be fixed or changed, but the thought is to somehow have these contracts prepared in advance so that in fact when the budget is approved and they're entered, the contracts are ready to go out, but just kind of being a little premature.

LEGISLATOR KOPEL: Fran, by the way, I think that's a terrific idea. The fact that you haven't had all of the necessary sign-offs by every department, I

should think should not necessarily preclude us from considering it, if that's what you're saying.

MR. BECKER: By the way, I just note that this is not on the list that we got contracts that are late. I just saw it a minute ago.

MR. BECKER: The list we knew was not complete. It's in the process of there's still things that we're still looking --

LEGISLATOR ABRAHAMS: Can we get a copy of that list?

LEGISLATOR KOPEL: I didn't get it either. I just learned about it.

MR. BECKER: Legislator Kopel, as I said, we are looking at this and one of the things that was being suggested is what I just mentioned to you and Mr. Cleary is focusing a lot of his time on this particular problem and some solutions and we just ask for your patience as we move forward.

LEGISLATOR KOPEL: I get it and I

think most of us get it here that we just can't precipitously start saying no to everything because that would be chaotic. It would literally throw everything into chaos. We can't do that.

But we do need to see that there is genuine progress being made and there is a real honest-to-goodness solution coming soon.

MR. BECKER: I agree with you 100 percent and you are entitled to that. But, myself, as Director of Legislature Affairs, and Mr. Cleary are really working hard on this and I personally started in August, and I was a little bit blind sided by this.

But part of the solution too is, as you just mentioned, a lot of these contracts in many cases are renewals or continuals and there is no reason why we can't have the contracts prepared in advance in anticipation of the budget.

Barring something unusual in the budget, let's not approve these, which 99 percent chance that they're going to be

approved by this body anyway because they are required services, but we are taking this very seriously.

LEGISLATOR KOPEL: Fran, if you are personally involved, I'm feeling better already.

MR. BECKER: I am, actually, thank you, Legislator Kopel.

CHAIRWOMAN GONSALVES: Would you like to add to it, Mr. Cleary?

MR. CLEARY: Yes, please.

CHAIRWOMAN GONSALVES: Thank you for the list. I printed it out today and I just gave a copy to the Minority Leader.

MR. CLEARY: Thank you. Robert Cleary, Director of Procurement Compliance. I just wanted to add that, yes, mandated services from social services were not included on that list. They're a separate category.

The short answer really is that this is a complicated problem. There is a lot of different types of issues that we have here and we want to handle them in an

orderly fashion.

I'm working on some thoughts about what our strategy will be I would say over the next week or two. Hopefully we'll be meeting with people next week.

As I said before, it's a significant issue. It's going to take time to dig out. I think if we all get on the same page as to how we are addressing the issue you'll see that progress.

The fact that you have a list now is progress, frankly, and the departments are getting the message increasingly that they have to stop doing this.

LEGISLATOR KOPEL: Are you going to include us in the process as you go?

MR. CLEARY: Yes. That is the intent.

LEGISLATOR KOPEL: Thank you.

CHAIRWOMAN GONSALVES: I believe Mr. Cleary, I sent you another email today, asking whether or not there is a possibility to determine a common denominator for why these contracts have been delayed?

MR. CLEARY: Yes, you did. As I said, we are reviewing that over the course of this week. Hopefully meeting with someone next week, your staff or yourself, to discuss where we might be able to go in that regard.

As I said, there are a number of different issues affecting the issue. We want to categorize it in a way that we can address it in as broad as possible a way as is available.

CHAIRWOMAN GONSALVES: I did ask if there was a possibility of establishing a timeline. I think at this point in time it's not an easy task, is it?

MR. CLEARY: Well, I think a timeline comes after you figured out what the how scope of the problem is and how to address it and the timeline will apply to the individual contracts on the list.

CHAIRWOMAN GONSALVES: That sounds reasonable. Thank you very much, Mr. Cleary.

MR. CLEARY: Thank you.

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CHAIRWOMAN GONSALVES: Any other questions?

(No verbal response.)

Any public comment?

Mr. Budnick.

MR. BUDNICK: I'm going to move the focus by talking about something that should be coming through to you from this agency, hasn't been, we're still having hundreds over the last about nine years, thousands of people dying from drug overdoses, other thousands dying from suicides because there is no place for them to go in-patient for long term care for their drug problems.

Nobody ever replaced Topic House. Thank you very much, and one other thing I have to also add, despite what Newsday says in today's editorial, nothing is in the ground yet to extract from the ground, the Grumman Navy plumes which are now going into their 75th year and we must coerce them to do the right thing.

Thank you very much for putting

up with me. God bless you.

CHAIRWOMAN GONSALVES: All those in favor of E-31-17 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Item E-32, a personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Human Services Office of Mental Health, Chemical Dependency, and Developmental Disability Services and South Nassau Community Hospital.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Who is here to speak on this item, E-32?

MR. HALL: I'm here. Brian Hall. This is a contract from South Nassau Community Hospital to run one of our mental

health clinic centers.

This is a 2016 contract that's obviously been completed already. This contract was given out in 2016 to South Nassau. It was originally done by two other entities, the mental health clinics. Those clinics both went out. They no longer took it. South Nassau picked up taking over the clinics. It was okayed by New York State Office of Mental Health.

The contract was sent out. It's 50 percent state money, 50 percent county money. They were late in getting back to us the signed contract and the forms.

Part of the problem with this was New York State gives us the advanced money up front for these contracts, so we had to honor the contract and also most of this clinic work was done for the Long Beach area since there were no longer any mental health clinics in there, so we couldn't have any interruption in services.

They did perform the services they were supposed to perform. It just took

this long to get the contract back and put it all the way through.

CHAIRWOMAN GONSALVES: Any questions?

LEGISLATOR DERIGGI-WHITTON: Well, obviously this is another contract that has already expired and it's not on this list either.

MR. HALL: These are mandated services. I believe he said mandated services weren't on the list.

LEGISLATOR DERIGGI-WHITTON: That should be even so that we know that they're coming so we should have them ahead of time.

I just have a couple of questions. It states in the contract that all of the services provided by counsel under the agreement shall be provided by Attorney Steven G. Leventhal; is that correct?

MR. HALL: It's 32.

LEGISLATOR DERIGGI-WHITTON: I'm sorry. I have the wrong one. I got it.

With this one, how is the

Legislature going to be notified if the contract is renewed -- if it goes from January 1st, 2016 to December 31st 2016? So is it going to be renewed at this point or is this completely --

MR. HALL: No. They are going to be getting a 2017 contract.

LEGISLATOR DERIGGI-WHITTON: When are we going to be getting the 2017 contract?

MR. HALL: Part of the problem is, so many of these large entities, including the hospitals are a little slow in getting the contracts back to us. We really at this point, we're doing our best to get a signed contract back, but we can't start processing anything until we get the signed contract back.

So if the hospital, for instance, is a little slow getting it back to us, we make calls, we follow-up emails, we go after them because we know there is a going to be a problem with the Legislature, but it doesn't always work.

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LEGISLATOR DERIGGI-WHITTON: So this is like a prime example of one that we're fully aware of right now or we're basically -- you know, it's up, and we still don't have the new contract yet. So maybe we can make extra efforts --

MR. HALL: Right. So this one also is a delay on their end. This isn't our holding anything back or waiting for anything.

And we have already received the advance money from New York State Office Of Mental Health so we are kind of bound to give out this contract and they are performing the mandated services.

LEGISLATOR DERIGGI-WHITTON: I know, but it's sort of going along without a contract which is basically says why do we need a contract and why do we need to approve it, which goes against our whole policy. That's it. Thank you.

CHAIRWOMAN GONSALVES: Legislator Dunne.

LEGISLATOR DUNNE: Just a

thought. A lot of men and women are coming home from the war. They have post traumatic stress, self medicating, they're having mental health problems. Do they get included in these -- I know they have a veterans court. Is this part of the veterans court where they send them to?

MR. HALL: I'm not 100 percent sure. I have to get back to you on that. I do know that the state gives us $50,000 for seven different mental health clinics throughout Nassau. They are actually covering two of them, this contract.

I don't know exactly what clientele they have in there, but they are providing the mental health counseling.

LEGISLATOR DUNNE: If these seven places are plugged into the veterans court, that's an important --

MR. HALL: I would imagine they are, yes.

LEGISLATOR DUNNE: Just make sure.

MR. HALL: Okay.

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LEGISLATOR DUNNE: Thank you.

CHAIRWOMAN GONSALVES: Legislator Bynoe.

LEGISLATOR BYNOE: Thank you, Presiding Officer. Good evening. I have a question regarding the bid process. There was no competitive bid on this item. Could you shed some light on exactly why?

MR. HALL: The only information I have on here was they were selected by a competitive procurement process. I don't think it was an RFP. I think it was the department was siding who could step in and provide these mandated services.

You have to remember, in 2016, one of the agencies went bankrupt that was doing it and another agency pulled out, and we didn't have a lot of time to pick another agency and since South Nassau fit all the requirements we were looking for, they were picked by the department.

LEGISLATOR BYNOE: Again, these services are specifically for the residents of the Long Beach area; is that correct?

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MR. HALL: Not exactly just for the Long Beach but there were no clinics in that area, so they wanted to get this one in there because it's in Oceanside. That's one of the reasons they were picked.

LEGISLATOR BYNOE: Because of proximity?

MR. HALL: Right. And, again, because it was mandated services, we couldn't have an interruption, and they more or less fit the bill so they were picked.

LEGISLATOR BYNOE: Okay. Thank you for your answer.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none, all those in favor of E-32-17 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Item E-36-17, a personal services agreement between the County of Nassau

acting on behalf of the Nassau County Attorney's Office and Leventhal Mullaney & Blinkoff, L.L.P.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Who is here to speak on this item?

MR. LITTMAN: Sam Littman for the County Attorney's Office. Good evening everybody. This is an amendment to extend the term of an existing contract.

Mr. Leventhal's firm serves as counsel to the Board of Ethics. Any questions?

CHAIRWOMAN GONSALVES: Any questions? Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Just for the record, do you know when this contract commenced?

MR. LITTMAN: The exact commencement date?

LEGISLATOR ABRAHAMS: No, no.

The renewal. It keeps getting renewed on one year terms?

MR. LITTMAN: Yes, this is a one year term to January 31st of 2018.

LEGISLATOR ABRAHAMS: So for this period it began in January of 2017?

MR. LITTMAN: No. It began in 2016. This is an amendment to the contract to extend it a year. When the contract expired there was work done, they were counsel to the Board of Ethics. We couldn't pull the plug on them at that time.

There were procedural aspects that needed to be taken care of in terms of the budget, and other paperwork, so there was a minimal amount of work that was done but it did not exceed the monetary amount that was already in the contract.

LEGISLATOR ABRAHAMS: So this contract should have been renewed in January 2016, or prior to January 2016?

MR. LITTMAN: If everything was done, that's correct, legislators. If everything was done without the procedural

aspects that needed to be taken care of, it could have been before this Legislature back in, yes, a few months ago.

LEGISLATOR ABRAHAMS: I'm just trying to make sure that I'm clear then. So how much work have they done in the last 13 months without a contract?

MR. LITTMAN: I think the number is about $11,000 as serving as counsel to the Board of Ethics. They also do some advisory work with the County Attorney's Office where we need an objective eye to look at some possible and potential conflicts.

LEGISLATOR ABRAHAMS: Okay. And speaking to the actual agreement, Mr. Leventhal is still the exclusive provider of the legal services under this contract?

MR. LITTMAN: His firm, yes.

LEGISLATOR ABRAHAMS: His firm, is it him, per se?

MR. LITTMAN: Well, every time I've dealt with his firm, I've dealt with

Mr. Leventhal. I believe he is acting as the counsel to the Board of Ethics. I don't know who he consults with in his firm.

LEGISLATOR ABRAHAMS: Can you give us examples of his general legal advice or assistance?

MR. LITTMAN: Sure. We have a pending case where the county is named and then several police officers are also named.

One of the police officers is actually prosecuted by the District Attorney. He was acquitted. However, he had issues with one firm representing all three police officers and the county.

We sought Mr. Leventhal's advice on if that was a conflict or not. Obviously having one counsel represent all four entities would have saved the county money.

However, if it's a legitimate conflict, which, in this case, Mr. Leventhal thought it was, he recommended and he advised that we seek outside counsel to represent that one particular officer. That's just an example of some of the things

that the firm does.

Sometimes, Legislator Abrahams, you need to have that objective voice because internally if we're thinking we are saving money for the county, we might not be seeing all the potential conflicts.

LEGISLATOR ABRAHAMS: I see.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: Just real quick. So his term is going to go till January 31st, 2018; is that correct?

MR. LITTMAN: Yes.

LEGISLATOR DERIGGI-WHITTON: Is he basically on call, is that how we're looking at this?

MR. LITTMAN: Well, he's on call for general legal advice. We pick up the phone and we send him an email.

LEGISLATOR DERIGGI-WHITTON: Thank you.

CHAIRWOMAN GONSALVES: Are there any other comments or questions?

(No verbal response.)

Rules Committee/2-27-17

Is there any public comment?

(No verbal response.)

There being none, all those in favor of Item E-36-17 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

I have a group of items that can be called together and it's beginning with E-38. They're all personal services agreements; E-38-17, E-39, E-40, E-41, E-42, they are personal services agreements between the County of Nassau acting on behalf of the Traffic and Parking Violations Agency and Elizabeth D. Pessala;

E-39, personal service agreement between the County of Nassau acting on behalf of the Traffic and Parking Violations Agency and Claire I. Weinberg;

E-40, personal service agreement between the County of Nassau acting on behalf of the Traffic and Parking Violations Agency and Ellen S. Mathers;

Rules Committee/2-27-17

E-41, personal service agreement between the County of Nassau acting on behalf of the Traffic and Parking Violations Agency and Kenneth S. Diamond;

E-42, personal service agreement between the County of Nassau acting on behalf of the Traffic and Parking Violations Agency and Zelda Jonas.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Judge Marks.

JUDGE MARKS: John Marks, Executive Director, Nassau County Traffic and Parking Violations Agency.

These are extensions of contracts through exist sitting judges, judicial hearing officers at the agency.

CHAIRWOMAN GONSALVES: Any questions of Judge Marks?

(No verbal response.)

Is there any public comment?

Rules Committee/2-27-17

(No verbal response.)

There being none, all those in favor of Items E-38, E-39, E-40, E-41, E-42 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Unanimous. Thank you very much, Judge Marks.

I need a motion to untable two items; that's Item A-42, E-25. A motion to untable those two items.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. All those in favor of untabling Items A-42-16 and E-25-17 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The two items are now untabled. Let's begin with Item E-42-16, a contract

between the County of Nassau acting on behalf of the Nassau County Department of Public Works and Syosset Truck Sales.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. Who is here to speak on this item?

MR. BECKER: Madam Chair, I had actually forgotten to tell Mr. Arnold that this was going to be untabled but I think the questions that -- as far as the item itself were answered, I have spoken to -- or emailed both counsel to the minority and counsel majority the reason it was tabled initially was because of questions about the disclosure forms.

I gave a detailed email to both counsel in regards to that and it seems to be satisfactory.

Minority Leader Abrahams, did counsel speak to you in regards to -- I sent you a copy of the transcript and everything

and I believe that was just a question in regards to the disclosure forms and not to the item itself, the truck that was being purchased?

I forgot, I apologize, but I think the issue was in regards to the disclosure forms which I hope you found the answers to that satisfactory.

LEGISLATOR ABRAHAMS: Yes.

CHAIRWOMAN GONSALVES: Any other comments?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of A-42-16 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

The last item is E-25-17, a resolution authorizing the County Executive to execute an amendment to an agreement between the County of Nassau acting on

behalf of the Nassau County Attorney's Office and Dimascio & Associates, L.L.P.

A motion, please.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. What are you going to tell us?

MR. PODLESAK: This is an amendment to a contract for outside counsel services. The contract in fact expired on October 28th of 2016.

This amendment is to renew and extend a contract for one additional year, October 29th through October 28th of 2017, and increase the maximum amount of the contract by $24,000.

This firm was originally assigned an appeal, Warren versus the County, which concluded prior to the expiration of the contract.

The firm has not provided any services since the expiration of the contract. However, they may be assigned

additional matters if necessary.

The amendment was filed after the expiration of the contract because the increase in funding could not be initiated until the 2017 budget was loaded into the county financial system.

We also apparently -- they have done no work. Their bill was submitted during the term of the contract.

The one that they worked on was a road design case involving special knowledge and unfortunately they were not successful on the appeal.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DERIGGI-WHITTON: I happen to know John. He ran against me last time. He's a divorce attorney. How is he consulting on a road contract? I mean, he's a nice guy. He only does divorces. That's like their thing. Is it a matrimonial situation with the road or something?

MR. PODLESAK: No.

LEGISLATOR DERIGGI-WHITTON: I do

like your socks, by the way.

MR. PODLESAK: I appreciate that. In preparation for today's session, I did have an opportunity to review the work that they did, the brief they submitted to the Appellate Division. It was a fine piece of work. I have no qualms with it. They did a good job. And If their normal area is divorce --

LEGISLATOR DERIGGI-WHITTON: That's all that they do. They are really a divorce --

MR. PODLESAK: Apparently they are branching out, legislator.

LEGISLATOR DERIGGI-WHITTON: I mean, I know them pretty well. I guess it's a one way street. Not for anything, but --

CHAIRWOMAN GONSALVES: Okay. You're going to vote, yes, right?

LEGISLATOR DERIGGI-WHITTON: Yes.

CHAIRWOMAN GONSALVES: In all seriousness, there being no other comments, all those in favor of E-25 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

A motion to adjourn.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel. All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

(Whereupon, the Rules Committee adjourned at 6:01 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2017.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

FEBRUARY 27, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-1-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF ASSESSMENT AND PITNEY BOWES, INCORPORATED. A-1-17
A-5-17	**PD**	**R**	**RESOLUTION NO. -2017** 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 THE NASSAU COUNTY POLICE DEPARTMENT AND ELECTRONIC INTERFACE ASSOCIATES. A-5-17
E-29-17	**AT**	**R**	**RESOLUTION NO. -2017** 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 LYNN, GARTNER, DUNNE & COVELLO, LLP. E-29-17
E-31-17	**HS**	**R**	**RESOLUTION NO. -2017** 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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND FIONA A. RADCLIFFE, PH.D. E-31-17
E-32-17	**HS**	**R**	**RESOLUTION NO. -2017** 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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND SOUTH NASSAU COMMUNITIES HOSPITAL. E-32-17
E-36-17	**AT**	**R**	**RESOLUTION NO. -2017** 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 LEVENTHAL, MULLANEY & BLINKOFF, LLP. E-36-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-38-17	**TV**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ELIZABETH D. PESSALA. E-38-17
E-39-17	**TV**	**R**	**RESOLUTION NO. -2017** 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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND CLAIRE I. WEINBERG. E-39-17
E-40-17	**TV**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ALLEN S. MATHERS. E-40-17
E-41-17	**TV**	**R**	**RESOLUTION NO. -2017** 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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND KENNETH S. DIAMOND. E-41-17
E-42-17	**TV**	**R**	**RESOLUTION NO. -2017** 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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND ZELDA JONAS. E-42-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16

A-42-16	**PR**	**R**	**RESOLUTION NO. -2017** 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 THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SYOSSET TRUCK SALES. A-42-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-182-16	**PW**	**R**	**RESOLUTION NO. -2017** 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 DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16
E-281-16	**TR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE MANAGEMENT, INC. E-281-16
E-2-17	**AT**	**R**	**RESOLUTION NO. -2017** 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 SIMMONS HANLY CONROY LLC. E-2-17
E-16-17	**SS**	**R**	**RESOLUTION NO. -2017** 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 DEPARTMENT OF SOCIAL SERVICES AND THE SAFE CENTER LI, INC. E-16-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-25-17	**AT**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND DIMASCIO & ASSOCIATES, LLP. E-25-17

Contract ID#: CQAT12000017

Department: County Attorney

E-36-17

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT17000009 NIFS Entry Date: 1/10/2017 Term: February 1, 2012—January 31, 2018

New ☐ Renewal ☐	
Amendment #4	☒
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: Leventhal, Mullaney & Blinkoff, LLP	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle
Address: 15 Remsen Avenue, Roslyn, New York 11576	Contact Person: Steven Leventhal	Address: 1 West St., Mineola, New York 11501
	Phone: (516) 484-5440	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)* ☐			
1/17/17	OMB	*NIFS Approval* ☑	1/17/17		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	1/31/17		
	County Attorney	*CA Approval as to form* ☑	1/31/17		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.* ☐			

PR5254 (8/04)

Contract ID#: CQAT12000017

Department: County Attorney

Contract Summary

Description: Amendment #4 to original contract for legal services.

Purpose: This is an amendment to an outside counsel contract where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee, for matters that require Counsel's particular expertise. Please see firm resume describing qualifications and accomplishments attached to the Business History form in this contract package. This amendment is to extend the term of the original contract, so that the new termination date shall be January 31, 2018.

Method of Procurement: This is an amendment to an existing contract. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. Leventhal, Mullaney, & Blinkoff, LLP (formerly known as Leventhal, Cursio, Mullaney & Sliney, LLP) has been selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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:	AT
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

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	Date	*(For Office Use Only)* **E #:**

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Leventhal, Mullaney & Blinkoff, LLP (CLAT17000009)

2. Dollar amount requiring NIFA approval: $ 50,000.00

Amount to be encumbered: $ .01 (estimate $50,000 over 2 year period)

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: 02/01/2012-01/31/2018

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

If yes, please explain: Counsel is continuing services as amendment is in approval process.

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 where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee. This amendment extends the term of the original contract.

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:

CLAT16000018, contingency fee agreement, encumbered $0.01 on 5/28/2016.

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 1/27/17

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. – 2017

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 LEVENTHAL, MULLANEY & BLINKOFF, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Leventhal, Mullaney & Blinkoff, 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 amendment to an agreement with Leventhal, Mullaney & Blinkoff, LLP

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: Leventhal, Mullaney & Blinkoff, LLP (CLAT17000009)

CONTRACTOR ADDRESS: 15 Remsen Ave, Roslyn, NY 11576

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. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on June 17, 2013, and amended thereafter. 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 Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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 Law2Section 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. 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: ☐ 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

1/10/17

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

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 Steven G. Leventhal
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 15 Remsen Ave
   City/state/zip Roslyn, NY 11576
   Telephone 516 - 484 - 5440
   Other present address(es) not applicable
   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 ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 03/__/2000
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100% equity interest

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.

PRINCIPAL QUESTIONNAIRE FORM

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

Nassau County Bar Association- Vice President

Duck Pond Associates- Partner

Old Roslyn Management Corp- President

Setauket Village Market, LLP- Managing Member

6. Has any government 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

County of Westchester- Consultant to Board of Ethics

Town of North Hempstead- Counsel to Board of Ethics

Town of Huntington- Counsel to Board of Ethics

Town of South Hampton- Counsel to Board of Ethics

Town of Oyster Bay- Counsel to Board of Ethics

Town of Yorktown- Counsel to Board of Ethics

City of Mount Vernon- Special Counsel

Village of Muttontown- Village Attorney

Village of Manorhaven- Special Counsel

Village of Freeport- Special Counsel

Freeport Housing Authority- Special Counsel

Hempstead Housing Authority- Special Counsel

Roosevelt Public Library- Special Counsel

Suffolk Community College- Special Counsel

Hempstead Community Development Agency- Special Counsel

Freeport Community Development Agency- Special Counsel

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, Steven G. Leventhal, 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 11th day of March 2016

Thomas J Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Leventhal, Mullaney & Blinkoff, LLP
Name of submitting business

Steven G. Leventhal
Print name

Steven G. Leventhal
Signature

Managing Member
Title

3 / 11 / 16
Date

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: 3/14/16

1) Bidder's/Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP

2) Address of Place of Business: 15 Remsen Ave. Roslyn, NY 11576

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : (516) 484-5440

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

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: Shares office space with Leventhal & Company, CPAs

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. Affiliated with Steven G. Leventhal, PC

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. Perform conflict checks in connection with each engagement

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. SEE ATTACHED.

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;

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

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 bidder's/proposer's capacity and reliability to perform these services.

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 _____

Contact Person Honorable Carnell Foskey, County Attorney

Address One West Street

City/State Mineola, NY

Telephone 516-571-3056

Fax # _____

E-Mail Address _____

Company _____

Contact Person Honorable Julianne Beckerman, Mayor Inc. Village of Muttontown

Address "R92" Tafuro Way

City/State Syosset, NY

Telephone 516-364-3476

Fax # _____

E-Mail Address _____

Company _____

Contact Person Honorable Gerard Giannattasio, Village Justice, Village of Massapequa Park

Address 151 Front Street

City/State Massapequa, NY

Telephone 516-798-0244

Fax # _____

E-Mail Address _____

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.

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, Steven G. Leventhal, 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 11th day of March 2016

Thomas J. Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Name of submitting business: Leventhal, Mullaney & Blinkoff, LLP

By: Steven G. Leventhal
name Print

Steven G. Leventhal
Signature

Managing Member
Title

3 / 11 / 16
Date

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
THOMAS J. MULLANEY
JEFFREY L. BLINKOFF

March 11, 2016

BUSINESS HISTORY FORM

A.

i) Date of formation: Established in 2000

ii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iv) n/a

vi) $585,000 (Steven G. Leventhal, PC)

vii) attached

viii) n/a

STEVEN G. LEVENTHAL

15 Remsen Avenue, Roslyn, New York 11576; www.lcmblaw.com
Tel: (516) 484-5440; Fax: (516) 484-2710; e-mail: sleventhal@lcmblaw.com

(March 2016)

Attorney at Law

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-2016), President, *Steven G. Leventhal, P.C.* (1983-2016), Roslyn, New York.

- Municipal Affairs and related Litigation, Government Ethics, Zoning and Land Use Regulation,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Business Relations, Commercial Transactions, Commercial Litigation, Tax Planning and Tax Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,
- Professional Ethics and Discipline.

Outside Counsel, *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998-2012). Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York, Felony Certified (1981-1983). All phases of criminal defense, including jury trials to verdict.

Legal Intern, *Internal Revenue Service*, Office of Chief Counsel, Tax Litigation Division, Washington, D.C. (1979).

Certified Public Accountant

Leventhal and Company, LLP (formerly, *Leventhal and Leventhal, CPA's P.C.).* Accounting, tax and management advisory services (1976-1977; 1980-1981).

Judicial Service and Dispute Resolution

Village Justice, *Village of Lattingtown, New York* (2009-2016).

Village Justice, *Village of Massapequa Park, New York* (2005-2016).

Village Justice, *Village of Oyster Bay Cove, New York* (2001-2005).

Judicial Service and Dispute Resolution (cont.)

Rated "well qualified" to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

Hearing Officer, ***New York State Joint Commission on Public Ethics*** **(JCOPE) (2014-2016).** Appointed to serve as presiding officer in adjudicatory hearings to determine whether a violation has occurred of Public Officers Law sections 73 (Restrictions on Activities of current and former stat officers and employees), 73-a (Financial Disclosure) or 74 (Code of Ethics); Civil Law Section Law section 107 (Prohibition against certain political activities; improper influence); or Legislative Law article one-A (Lobbying Act).

Arbitrator, ***Financial Industry Regulatory Authority*** **("FINRA") (2011-2016).** Appointed to serve are non-public (industry) arbitrator in industry and investor disputes.

Hearing Officer, *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Hearing Officer, *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Private Mediator, (2004-2005). Engaged to mediate terms of separation agreement in a matrimonial dispute.

Temporary Receiver, *United States District Court,* Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, *Supreme Court of the State of New York,* County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

Expert Witness Services

Engaged to provide analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings, and valuation of monetary damages in employment discrimination claims (1999-2009).

Public Service

Counsel to Member, *U.S. House of Representatives,* Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

Chair, Board of Ethics, ***County of Nassau*** **(1996-2002);** member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

Public Service (cont.)

Special Counsel, *County of Nassau*, (2001-2003; 2010-2016). Provided advice to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; assisted in revising Ethics Code, drafted plain language guide to government ethics; retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; counsel to hearing officer in Police Department disciplinary proceeding; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.

Counsel to Ethics Board, *County of Nassau*, (2002-2003; 2010-2016).

Counsel to Ethics Commission, *County of Suffolk*, (2009-2011). Served as general and litigation counsel to Ethics Commission in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.

Special Counsel, *Suffolk County Community College*, (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Independent Consultant, Board of Ethics *County of Westchester*, (2012-2016). Responsible for administering financial disclosure program.

Counsel to Ethics Board, *Town of North Hempstead* (2007-2011, 2014-16). Assisted Town Board in drafting amendments to Town Ethics Code, developed and implemented ethics training program for Town officers and employees; provided counsel to Board of Ethics and drafted advisory opinions.

Special Counsel; Counsel to Ethics Board, *Town of Putnam Valley* (2006-2007). Assisted in drafting Town Ethics Code, served as litigation counsel to Town Board and Ethics Board.

Counsel to Ethics Board, *Town of Southampton* (2007-2016). Assisted Town Board in developing ethics policies and procedures, assisted in drafting amendments to Town Ethics Code, developed and implemented an ethics training program for Town officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations and drafted advisory opinions.

Counsel to Ethics Board, *Town of Huntington* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Public Service (cont.)

Counsel to Ethics Board, *Town of Oyster Bay* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Special Counsel, *City of White Plains* (2010-2012). Appointed to serve as counsel to Board of Ethics in connection with ethics investigation, and as litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure under FOIL of documents constituting record of preliminary investigation by Board of Ethics.

Special Counsel, *City of Mount Vernon* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, Town of Yorktown, Retained to review Town Code of Ethics, and to provide ethics advice and recommendations. (2015).

Village Attorney, *Village of Muttontown* (2006-2016). Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.

Special Counsel, *Village of Manorhaven.* Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations (2009-2013).

Counsel to Planning Board, *Village of Rockville Centre* (2008-2012).

Counsel to Ethics Board, *Village of Rockville Centre* (2006-2012).

Special Counsel, *Village of Freeport,* Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).

Special Counsel, *Village of Freeport Community Development Agency,* Retained as litigation counsel in the defense of breach of contract and tort claims (2012-2015).

Special Counsel, *Freeport Housing Authority.* Retained to supervise investigation, and to provide advice and recommendations (2015-16).

Special Counsel, *Village of Plandome Manor,* Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).

Special Counsel, *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.

Public Service (cont.)

Member, Planning Board, *Village of Lattingtown* (2002-2009).

Special Counsel, *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, *Village of Hempstead Housing Authority* (2013-2015). Retained to serve as litigation counsel in Federal and State courts.

General Counsel, *Village of Hempstead Community Development Agency* (2015).

Special Counsel, *Port Washington Police District* (2011-2012). Retained for internal investigation and report.

Special Counsel, *Franklin Square Munson Fire District* (2011). Retained for advice in connection with a labor and employment matter.

Special Counsel, *Roosevelt Public Library* (2008-2011). Retained to represent Library District in connection with legal, accounting, personnel, civil service, and unemployment and issues.

Special Counsel, *Town of Eastchester Fire Department* (2009). Retained to provide ethics advice to Board of Fire Commissioners.

Special Counsel, *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.

Teaching Experience

Adjunct Professor, *Long Island University,* College of Management, Graduate School of Public Service, Department of Health Care and Public Administration, Greenvale, New York (1998-2001). *Environmental Law and Administration; Environmental Litigation Internship; Regulatory Agencies; Administrative Law and the Legal Environment in the Health Sector; Medical Ethics.*

Bar Admissions

United States Supreme Court (2010).
United States Court of Appeals for the Second Circuit (1989).
United States District Court for the Eastern District of New York (1983).
United States District Court for the Southern District of New York (1983).
United States District Court for the District of New Jersey (1990, ret. 2014).
United States Tax Court (1983).
New York State Bar (1981).
New Jersey State Bar (1990, ret. 2014).

Education

New York University School of Law, J.D. 1980
Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976
Recipient, M. Tomasulo Award in Accounting; Member, *Delta Mu Delta*, National Business Honor Society.

Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Politics, Elections and the Municipal Attorney"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2013);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest,"* (2013);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law"* (2012, 2014);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- "*Ethics and Professionalism*" (2011, 2009, 2008, 2007);
- *"Needed: A New Statewide Ethics Code For Local Municipalities" (2010);*
- *"Ethics Update – Rules of Professional Conduct and Municipal Law Ethics Issues"* (2009); "*What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics*" (2008);
- "*Operating a Local Municipal Board of Ethics*" (2006);
- "*Anatomy of a Conflicts Case*" (2001).

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- *Joint Meeting with Environmental Law Section,* Jiminy Peak, MA. (2013);
- *Fall Meeting,* Washington, D.C. (2010).

Lecturer: New York State Bar Association, young Lawyers Section *"Bridging the Gap: Suing or Defending a Municipality – The Notice of Claim"* (2015).

Professional Speaking Activities (cont.)

Program Chair: Nassau Academy of Law (cont.),

- "*Current Issues in Government Ethics*" (2004);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2002).

Lecturer: Nassau Academy of Law, Dean's Hour,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"Talking to the Press: Ethical Considerations for Municipal and School Attorneys"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2014);

Lecturer: Nassau Academy of Law, Dean's Hour (cont.),

- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2011, 2010);
- "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2008);
- "*An Ethics Minefield: A Day in the Life of a Government Attorney*" (2007, 2005);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?*" (2002);

Panelist: Nassau Academy of Law and Gold Coast International Film Festival, *"(Dis)honesty – The Truth About Lies"* (2015).

Lecturer: Nassau Academy of Law, *"Clients with Diminished Capacity: Ethical Considerations"* (2016);

Lecturer: Nassau County Bar Association, Education Law Committee, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- *"Gifts and Favors: Tis the Season"* (2014);
- "*Proposed Model Code of Ethics for Municipalities*" (2001);
- "*Government Ethics*" (1998).

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- *"Integrity in Government"* (2016);
- *"Government Ethics in the Real World"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"An Agency Head's Guide to Financial Disclosure* (2014);

Professional Speaking Activities (cont.)

Lecturer: Office of the Nassau Co. Attorney, Continuing Legal Ed. Program (cont.):

- "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2013, 2011, 2010, 2006).

Lecturer: Suffolk County Bar Association, 24th Annual Labor & Employment Conference, "*A Practical Guide to Government Ethics*" (2014).

Program Chair: Suffolk Academy of Law, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2005).

Lecturer: "*Ethics Training for Municipal Officers and Employees*"

- County of Rockland, (2012, 2010);
- County of Nassau (2011);
- County of St. Lawrence (2007);
- City of Peekskill (2011);
- Town of Clarence (2014);
- Town of Clifton Park (2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Village of Rockville Centre (2009, 2006);
- Village of Muttontown (2008, 2015).

Lecture: Co. of Westchester, "*Ethics Training for the Board of Ethics*" (2013).

Lecturer: Town of North Hempstead, "*Financial Disclosure for Town Officers and Employees*" (2007).

Lecturer: Engineers Joint Committee of Long Island, "*A Practical Guide to Government Ethics*" (2013).

Lecturer: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecturer: eRealty Title Agency, "*A Practical Guide to Government Ethics*" (2012).

Lecturer: Nassau/Suffolk Water Commissioners Association, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2009).

Professional Speaking Activities (cont.)

Panelist: Council On Government Ethics Laws (COGEL), *"Financial Disclosure: How Much is Too Much?"* (2008).

Lecturer: Leadership Training Institute, *"Responsibilities of Officers and Directors of Not-for-Profit Corporations"* (2008).

Lecturer: Lorman Education Services, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2008).

Panelist: Helsinki University School of Law, "*Comparative Legal Systems: Judicial Ethics*" (2007).

Lecturer: Nassau County Supreme Court, *"Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers"* (2007).

Lecturer: New York State Association of Real Property Tax Services, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2006).

Lecturer: Gold Coast Library District, *"Ethics Training for District Trustees"* (2006).

Lecturer: Practicing Law Institute, "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2005).

Lecturer: Farrell Fritz, P.C., Continuing Legal Education Program, "*Government Ethics*" (2004).

Lecturer: Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, "*May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2004).

Lecturer: Rivkin Radler LLP, Continuing Legal Education Program, "*Government Ethics*" (2001).

Lecturer: Hicksville United Methodist Church, Outreach Program, "*Living Wills, Health Care Proxies, and Other Advance Directives*" (2001).

Program Chair: The Shanti Fund, "*Wake Up Manju!*" (1998).

Lecturer: American Society of Women Accountants, "*Corporate Shareholder Agreements*" (1988).

Lecturer: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, "*Corporate Shareholder Agreements*" (1987).

Publications

Contributing author, *"Municipal Ethics In New York: A Primer for Attorneys and Public Officials"*, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (projected pub. 2015), Chapters:

- *Article 18: New York's Conflict of Interest Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board,*
- *Mastering the Art of Giving Ethics Advice,*
- *The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.*

Co-Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials"* (2014);
- *An "Abbreviated History of Government Ethics Laws"* (2014);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law*" (2013);

Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *"Professor Mark Davies Reflects on a Career in Government Ethics (2016);*
- *"Talking to the Press: Ethical Considerations for Municipal Attorneys"* (2014);
- *"The Case for Renaming the Professional Ethics Committee"* (2012);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest"* (2011);
- *"Needed: A New Statewide Ethics Code for Local Municipalities"* (2009);
- *"Running a Local Municipal Ethics Board: Ten Steps to a Better Board"* (2008);
- "*Running a Municipal Ethics Board: Glossary of Municipal Ethics Terms*," (2006);
- Author, "*Running a Municipal Ethics Board: Is Ethics Advice Confidential?*" (2004).

Cited as Expert on Government Ethics, *The New York Times* (August 21, 2004).

Author, *Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions.* Talk of the Towns, New York State Association of Towns; International Visitors' Manual, New York City Conflicts of Interest Board; and website of the New York State Bar Association (2004).

Awards

Author, "*Why Do We Need a Government Ethics Code?*" The Nassau Lawyer, (2004).

Recipient, *Frank J. Santagata Memorial Award*, Nassau Co. Magistrates Assoc: for "exemplary ethics, professionalism, love of the law, and devotion to justice for all" (2014).

Recipient, *Directors Award*, Nassau County Bar Assoc.: for having "worked tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co." (2006).

Recipient, *Shanti (Peace) Award*, "for selfless and visionary help" to Indian-Americans (1998).

Professional and Civic Associations and Activities

Nassau County Magistrate's Association: President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007).

American Bar Association

- Member, House of Delegates (2015-2016);
- Fellow, American Bar Association (2005-2013).

New York State Bar Association

- **Member, Executive Committee, Municipal Law Section, (2010-2017);**
- **Co-Chair, Committee on Ethics and Professionalism, Municipal Law Section** (2013-14), Co-Chair, (2009-2015);
- Member, Nominating Committee (2013-2015);
- Member, Committee on Standards of Attorney Conduct (2014-2015);
- Member, Committee of Bar Leaders (2016);
- Member, Committee on Attorney Professionalism (2001-2002);
- Member (by special appointment) Task Force on Government Ethics (2010);
- Member, House of Delegates (2011-2015);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Nassau County Bar Association

- **Vice President (2015-2016),** Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012);
- Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);

Professional and Civic Associations and Activities (cont.)

Nassau County Bar Association (cont.)

- Member, Justice Courts Task Force (2007);
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016).

Member, Long Island Council of Bar Leaders (2010-2011).

Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2016)

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015);
- Statewide High School Mock Trial Competition (2005, 2008-2015);
- National Trial Competition (2012);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015, 2016);
- Natl. Civil Rights Trial Competition, St. John's Univ. Law School (2005, 2012).

Member, Theodore Roosevelt American Inn of Court (2009-2016).

Member, Council on Government Ethics Laws (national organization of government ethics administrators) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).
Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009);
Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

Personal Information

Spouse: Catherine Leventhal
Resident: Lattingtown, New York

LEVENTHAL, MULLANEY & BLINKOFF, LLP
(formerly, Leventhal, Cursio, Mullaney & Sliney, LLP)
15 Remsen Avenue, Roslyn, New York 11576
Tel: (516) 484-5440; Fax: (516) 484-2710
(March 2016)

The Firm – Organizational Capacity

The firm has extensive experience in the representation of private and institutional cleints in the financial industry, and public sector clients at every level of government, including Federal, State, County, City, Town, Village, Public Authority and Special District clients.

The firm is comprised of partners Steven Leventhal, Thomas Mullaney, Jeffrey Blinkoff, and former partner Ralph Cursio who now serves as counsel to the firm. The firm's affiliate, Steven G. Leventhal, P.C. is comprised solely of Mr. Leventhal.

Steven G. Leventhal – Practice Area Expertise

Mr. Leventhal was admitted to practice in 1981. He is an attorney and CPA, and served for fourteen years as special counsel to Merrill Lynch and Bank of America. Mr. Leventhal is an arbitrator for the Financial Industry Regulatory Authority (FINRA). He serves as Village Attorney for the Village of Muttontown and as counsel to various county, town and village boards and commissions. Mr. Leventhal is the Associate Village Justice for two Nassau County villages, a hearing officer for the New York State Joint Commission on Public Ethics (JCOPE)

Mr. Leventhal served as chair of the Nassau County Board of Ethics for six years, as a member of the Board for twelve years, and currently serves as counsel to the Board. He is frequently engaged to provide ethics advice, training and continuing professional education programs to municipal officers and employees throughout the State.

Thomas J. Mullaney

Thomas Mullaney was admitted to practice in 1971. He served for nineteen years in the Office of General Counsel on Merrill Lynch and Bank of America. He has extensive experience in handling litigation and arbitration proceedings involving derivatives, swaps and other complex banking and securities transactions.

Mr. Mullaney has provided legal counsel to municipal executives, boards and departments, and has served as prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Mullaney has served as primary analyst, researcher and draftsman in litigation matters for municipal clients in the federal and state courts.

Prior to joining the firm, Mr. Mullaney was Divisional Counsel for the Private Banking and Investment Group at Merrill Lynch, and was also Regional Counsel, supervising outside counsel in FINRA arbitrations, litigation, and regulatory proceedings. Previously, he was

employed at the law firm of Brown & Wood (now known as Sidley Austin), where he predominantly represented Merrill Lynch.

Ralph M. Cursio

Ralph Cursio was admitted to practice in 1979. He served for eighteen years in the Office of General Counsel of Merrill Lynch and Bank of America. He held a variety of positions in the Office of General Counsel, including First Vice President, Assistant General Counsel. While serving in that capacity, Mr. Cursio was the manager of global wealth management/broker-dealer litigation. He has broad experience handling scores of securities arbitration matters and managing teams of in-house and outside counsel on numerous matters both nationwide and internationally, including research-related matters, matters involving collateralized debt obligations and auction rate securities. During his tenure at Merrill Lynch, Mr. Cursio was responsible for supervising a team of eleven lawyers. After leaving Merrill Lynch, Mr. Cursio was of counsel to the New York office of Loeb & Loeb LLP where his practice focused on securities litigation and arbitration and commercial litigation.

Mr. Cursio has served as Associate Village Attorney for the Village of Muttontown, providing legal counsel to the Mayor, Village Boards and Village Departments, and has served as lead prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Cursio has served as litigation counsel to municipal clients in the federal and state courts.

Jeffrey L. Blinkoff

Jeffrey Blinkoff joined the firm on June 1, 2015. He was admitted to practice in 1990. Mr. Blinkoff has extensive experience in the areas of municipal law and civil litigation. He serves as Village Attorney to two local villages, as village prosecutor in numerous local villages, and as litigation counsel to various not-for-profit agencies.

COUNTY OF NASSAU

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

1. Name of the Entity: Leventhal, Mullaney & Blinkoff, LLP

Address: 15 Remsen Ave

City, State and Zip Code: Roslyn, NY 11576

2. Entity's Vendor Identification Number: [redacted]

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):

Steven G. Leventhal
15 Remsen Ave.
Roslyn, NY 11576

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

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

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

Question 5.

Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, NY 11576

Jeffrey L. Blinkoff
15 Remsen Avenue
Roslyn, NY 11576

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.

Steven G. Leventhal, PC. - Common Ownership

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):

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: 3/11/16

Signed: Steven G. Leventhal

Print Name: Steven G. Leventhal

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.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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) Leventhal, Mullaney & Blinkoff, LLP (formerly known as Leventhal, Cursio, Mullaney & Sliney, LLP), having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000017 between the County and Counsel, executed on behalf of the County on June 17, 2013, as amended by amendment one (1) County contract number CLAT13000023, executed on behalf of the County on August 1, 2013, as amended by amendment two (2) County contract number CLAT14000002, executed on behalf of the County on February 19, 2014, and as amended by amendment three (3) County contract number CLAT15000016, executed on behalf of the County on January 5, 2016 (the "Original Agreement"), Counsel serves as counsel to the Nassau County Board of Ethics and provides general legal advice and assistance to the Nassau County Attorney or his designee, 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 February 1, 2012 until January 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (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, is One Hundred Twenty-five Thousand Dollars ($125,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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 January 31, 2018.

2. Maximum Amount. The Maximum Amount shall be increased by Fifty Thousand Dollars ($50,000.00) (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 One Hundred Seventy-five Thousand Dollars ($175,000.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that there will be no encumbrance under this Amendment. Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. 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.

LEVENTHAL, MULLANEY & BLINKOFF, LLP

By: _____
Name: Steven G. Leventhal
Title: Managing Partner
Date: 12-19-16

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 1-11-17

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 19th day of December in the year 2016 before me personally came Steven G. Leventhal 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 Managing Partner of Leventhal, Mullaney & Blinkoff, 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.

Thomas J Mullaney
NOTARY PUBLIC

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of January in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Jaclyn Delle
NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

Contract ID#: CQAT12000017

Certified contract received on 06/18/2013 LR

Department: County Attorney

E-150-12

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT12000017 NIFS Entry Date: 04/30/2012 Term: from February 1, 2012–January 31, 2013

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 X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: Leventhal & Sliney, LLP

Vendor ID#: [redacted]

Address: 15 Remsen Avenue, Roslyn, New York 11576

Contact Person: Steven Leventhal

Phone: (516) 484-5440

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*	☐	5/23/12		Yes ☐ No ☐ Not required if blanket resolution
5/23/12	County Attorney		*CA RE&I Verification*	☑	5/24/12		
	County Attorney		*CA Approval as to form*	☐	5/24/12		Yes ☒ No ☐
	LEG	Legislative Affairs	*Fw'd Original K to CA*	☐	6/11/12		
	LEG	Rules ☐ / Leg. ☐		☐			
	County Attorney		*NIFS Approval*	☐	07/20/2013		
	County Comptroller		*NIFS Approval*	☑	4/9/13	CGC 4/3/13	
	County Executive		*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	6/12/12		

Contract ID#: CQAT12000017

Department: County Attorney

Contract Summary

Description: New contract.

Purpose: This is a new outside counsel contract where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee

Method of Procurement: A Request for Qualification was issued and a panel established. Leventhal & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates.

Procurement History: See method of procurement above. The Contractor has previously contracted with the County. Additionally, under a previous contract, three law firms were interviewed and Leventhal & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $125,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	502
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	D. Meta 5/24/12	$
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
Name: JV	Name:	Date: 6/12/12
Date: 4/9/13	Date: 4/9/13	(For Office Use Only)

E #:

PR5254 (8/04)

E-150-12

RULES RESOLUTION NO. 85 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND LEVENTHAL & SLINEY, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-18-13
VOTING:
ayes 7 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney has executed a special counsel agreement with Leventhal & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the County Attorney and Leventhal & Sliney, LLP.

RULES RESOLUTION NO. - 2012

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND LEVENTHAL & SLINEY, LLP

WHEREAS, the County Attorney has executed a special counsel agreement with Leventhal & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the County Attorney and Leventhal & Sliney, LLP.

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: Leventhal & Sliney, LLP (CQAT12000017)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

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_____ [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 renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered int after

procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluatio of the contractor's performance for any contract to be renewed or extended. If the contractor has no received a satisfactory evaluation, the department must explain why the contractor should nevertheless b 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. A Request for Qualification was issued and a panel established. Leventhal & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates.

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

5/3/2017

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

LEVENTHAL AND SLINEY, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
BENEDICT L. SLINEY
THOMAS J. MULLANEY

CHRISTINE H. PRICE

April 26, 2012

Daniel J. Gregware, Esq.
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, New York 11501

Re: Special Counsel Contract with Steven G. Leventhal

Dear Mr. Gregware:

This is to confirm that the names, business addresses and phone numbers of all principals of Leventhal and Sliney, LLP are as follows:

Steven G. Leventhal
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 101

Benedict L. Sliney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 102

Thank you for your assistance in this matter.

Very truly yours,

Steven G. Leventhal

SPECIAL COUNSEL AGREEMENT

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 County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal & Sliney, LLP, having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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 220 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 February 1, 2012 and shall terminate on January 31, 2013, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, renew this Agreement for two (2) additional one (1) year periods under the same terms and conditions.

2. Services. a. The Contractor shall serve as counsel to the Nassau County Board of Ethics ("Board") and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee ("County Attorney") ("Services"). In its capacity as counsel to the Board, Counsel shall provide daily counseling to all levels of employees on ethics issues and perform the following responsibilities:

i. Planning and running bi-monthly Board meetings, including gathering any necessary background information, consistent with confidentiality;
ii. Writing, on behalf of the Board, formal opinions regarding all issues presented to the Board, as well as letters, e-mails and other informal communications informing those employees who have written to the Board with informational letters, complaints or disclosures about the resolution of their matter;
iii. Drafting rules and regulations for the Board, as necessary and assisting the Board in meeting its financial disclosure management and enforcement responsibilities.

b. All of the Services provided by Counsel under this Agreement shall be provided by Attorney Steven G. Leventhal. The parties acknowledge and understand that Mr. Leventhal is essential to this Agreement and may not be removed or replaced by Counsel without the prior written consent of the County. Notwithstanding the foregoing, the County reserves the right to terminate this Agreement in the event that Attorney Leventhal becomes unavailable or unable to provide the Services hereunder.

3. Payment. (a) Amount of Consideration. 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 One Hundred Twenty-five Thousand Dollars ($125,000.00) ("Maximum Amount"). Counsel shall be paid at an hourly rate of Two Hundred Dollars ($200.00) from February 1, 2012 until April 30, 2012. Beginning May 1, 2012, Counsel shall be paid at an hourly rate of Two Hundred Twenty-five Dollars ($225.00).

(a)(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, and other legitimate expenses.

(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 the Contractor 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 the 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 201-2001. 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 all 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.

LEVENTHAL & SLINEY, LLP

By: _____

Name: Steven G. Leventhal

Title: Managing Member

Date: April 26, 2012

NASSAU COUNTY

By: _____

Name: John Ciampoli
Title: County Attorney

Date: _____

NASSAU COUNTY

By: _____

Name: Richard R. Walker
Title: County Executive
or Deputy County Executive
Date: 6/12/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26th day of April in the year 2012 before me personally came Steven G. Leventhal 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 Managing Member of Leventhal and Sliney, LLP , 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

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4 2015

Christine H. Price

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3rd day of May in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

KEVIN WALSH
Notary Public, State of New York
No. 02WA4956523
Qualified in Suffolk County
Commission Expires Sept. 25, 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7 day of JUNE in the year 2013 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 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

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 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.

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:

   Steven G. Leventhal (Name)

   15 Remsen Avenue, Roslyn, NY 11576 (Address)

   516-484-5440 (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.

April 26, 2012
Dated

Signature of Chief Executive Officer

Steven G. Leventhal
Name of Chief Executive Officer

Sworn to before me this

26th day of April, 2012

Christine H. Price
Notary Public

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

Contract ID#: CQAT12000017

Certified contract received on 08/05/2013 VV

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000023 NIFS Entry Date: 06/19/2013 Term: February 1, 2012–January 31, 2014

New ☐ Renewal	X
Amendment # 1	X
Time Extension	X
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: Leventhal, Cursio, Mullaney & Sliney, LLP

Vendor ID#: [redacted]

Address: 15 Remsen Avenue, Roslyn, New York 11576

Contact Person: Steven Leventhal

Phone: (516) 484-5440

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
	Department		*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	6/21/13	
	OMB		*NIFS Approval* ☐	6/24/13	
7/2/13	County Attorney		*CA RE&I Verification* ☑	7/2/13	
	County Attorney		*CA Approval as to form* ☐	07/02/2013	
		LEG Legislative Affairs	*Fw'd Original K to CA* ☐		
		LEG Rules ☐/ Leg. ☐	☐		
	County Attorney		*NIFS Approval* ☐	07/02/2013	
	County Comptroller		*NIFS Approval* ☐	7/29/13	7/29/13
	County Executive		*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	8/1/13	

PR5254 (8/04)

Contract ID#: CQAT12000017

Department: County Attorney

Contract Summary

Description: Amendment # 1 (renewal) to original contract for legal services.

Purpose: This is an amendment to renew the outside counsel contract where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee. This amendment extends the term of the original contract.

Method of Procurement: This is an amendment to an existing contract. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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:	AT
Resp:	1100
Object:	502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

APPROVED: INSURANCE SECTION

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4		$
5	7/2/13	$
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	Date 8/1/13
Date 7/29/13	Date 7/29/13	*(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: Leventhal, Cursio, Mullaney & Sliney, LLP (CLAT13000023)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

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_____ [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. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on June 17, 2013. 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 Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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.

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

6/20/2013
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

LCMS

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
RALPH M. CURSIO
THOMAS J. MULLANEY
BENEDICT L. SLINEY

CHITRA ANBALAGAN

June 7, 2013

Via Federal Express
Daniel J. Gregware, Esq.
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

Re: **Special Counsel Contract with Leventhal, Cursio, Mullaney & Sliney, LLP**

Dear Mr. Gregware:

This is to confirm that the names, business addresses and phone numbers of all principals of Leventhal and Sliney, LLP are as follows:

Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576
(516) 484- 5440 ext. 101

Ralph M. Cursio
15 Remsen Avenue
Roslyn, NY 11576
(516) 484- 5440 ext. 201

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, NY 11576
(516) 484- 5440 ext. 301

Benedict L. Sliney
15 Remsen Avenue
Roslyn, NY 11576
(516) 484- 5440 ext. 100

Thank you for your assistance in this matter.

Very truly yours,

Steven G. Leventhal

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Cursio, Mullaney&Sliney, LLP, having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000017 between the County and Counsel (the "Original Agreement"), Counsel serves as counsel to the Nassau County Board of Ethics and provides general legal advice and assistance to the Nassau County Attorney or his designee, 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 February 1, 2012 until January 31, 2013, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement for two (2) additional one (1) year periods under the same terms and conditions (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, is One Hundred Twenty-five Thousand Dollars ($125,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) renewal options by extending the Original Term.

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 for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 31, 2014.

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

By: _____
Name: Steven G. Leventhal
Title: Managing Member
Date: 6/7/13

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 6/20/2013

NASSAUCOUNTY

By: _____
Name: Richard E. Walker
Title: County Executive
☑ Deputy County Executive
Date: 8/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of June in the year 2013 before me personally came Steven G. Leventhal 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 Managing Member of Leventhal, Cursio, Mulvaney & Sinagra, LLP 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

Chitra Anbalagan
Notary Public, State of New York
No. 02AN6270955
Qualified in Nassau County
Commission Expires October 29, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of June in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of August in the year 2013 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 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

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6270632
EXPIRES 7/23/2017

Contract ID#: CQAT12000017

Certified contract received on 02/21/2014

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000002 NIFS Entry Date: 01/16/2014 Term: February 1, 2012–January 31, 2015

New ☐ Renewal	X
Amendment # 2	X
Time Extension	X
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#
Leventhal, Cursio, Mullaney & Sliney, LLP	[redacted]
Address	**Contact Person**
15 Remsen Avenue Roslyn, New York 11576	Steven Leventhal
	Phone
	(516) 484-5440

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
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐		
	OMB	*NIFS Approval*	☐	1/27/14	
2/4/14	County Attorney	*CA RE&I Verification*	☐	2/4/14	
	County Attorney	*CA Approval as to form*	☐	2/24/2014	
	LEG Legislative Affairs	*Fw'd Original K to CA*	☐		
	LEG Rules ☐ / Leg. ☐		☐		
	County Attorney	*NIFS Approval*	☐	02/24/2014	
	County Comptroller	*NIFS Approval*	☒	2/19/14	CCL 2/19/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	2/19/14	

PR5254 (8/04)

Contract ID#: CQAT12000017

Department: County Attorney

Contract Summary

Description: Amendment # 2 (renewal) to original contract for legal services.
Purpose: This is an amendment to renew the outside counsel contract where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee. This amendment extends the term of the original contract.
Method of Procurement: This is an amendment to an existing contract. See procurement history below.
Procurement History: A Request for Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.
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:	AT
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

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: Michael A. Cohen	Name:	Date: 2/19/14
Date: 2/13/2014	Date: 2/11/14	(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: Leventhal, Cursio, Mullaney & Sliney, LLP (CLAT14000002)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

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 _____ [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. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on June 17, 2013, and amended thereafter on August 1, 2013. 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 Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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.

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

11/16/14
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

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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) Leventhal, Cursio, Mullaney & Sliney, LLP, having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000017 between the County and Counsel, executed on behalf of the County on June 17, 2013, and as amended by amendment one (1) County contract number CLAT13000023, executed on behalf of the County on August 1, 2013 (the "Original Agreement"), Counsel serves as counsel to the Nassau County Board of Ethics and provides general legal advice and assistance to the Nassau County Attorney or his designee, 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 February 1, 2012 until January 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement for one (1) additional one (1) year period under the same terms and conditions (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 One Hundred Twenty-five Thousand Dollars ($125,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the remaining one (1) year option to renew by extending the Original Term.

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 for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 31, 2015.

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

By: _____
Name: Steven G. Leventhal
Title: Managing Partner
Date: January 13, 2014

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 1/16/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive/Chief Deputy County Executive
☐ Deputy County Executive
Date: 2/19/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 13 day of January in the year 2014 before me personally came Steven G. Leventhal 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 Managing Member of Leventhal, Cusick, Mulaney & Sidney, 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

Chitra Anbalagan
Notary Public, State of New York
No. 02AN6270955
Qualfied in Nassau County
Commission Expires October 29, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16th day of January in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of February 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 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6253026
Qualified in Nassau County
Commission Expires April 02, 2016

Certified contract received 3/30/16 LH

Contract ID#: CQAT12000017

Department: County Attorney

E-212-15

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000016 NIFS Entry Date: 9/16/2015 Term: February 1, 2012—January 31, 2016

New ☐ Renewal ☐	
Amendment #3	☒
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: Leventhal, Cursio, Mullaney & Sliney, LLP	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle	
Address: 15 Remsen Avenue, Roslyn, New York 11576	Contact Person: Steven Leventhal	Address: 1 West St., Mineola, New York 11501	
	Phone: (516) 484-5440	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)* ☐			
	OMB	*NIFS Approval* ☐	9/24/15		Yes ☐ No ☐ Not required if blanket resolution
9/29/15	County Attorney	*CA RE&I Verification* ☑	9/29/15		
	County Attorney	*CA Approval as to form* ☐	10/14/2015		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	10/30/15		
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	11/20/2015		
	County Comptroller	*NIFS Approval* ☑	12/24/15		30 DAYS
12/26/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/26/15		

Contract ID#: CQAT12000017

Department: County Attorney

Contract Summary

Description: Amendment #3 to original contract for legal services.

Purpose: This is an amendment to an outside counsel contract where Contractor shall serve as counsel to the Nassau County Board of Ethics and from time to time, shall provide general legal advice and assistance to the Nassau County Attorney or his designee. This amendment extends the term of the original contract.

Method of Procurement: This is an amendment to an existing contract. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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:	AT
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

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 12/24/15
Date 12/24/15	Date 12/24/15	*(For Office Use Only)* E #:

E-212-15

RULES RESOLUTION NO. 270 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11/16/15
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP

RULES RESOLUTION NO. – 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP

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: Leventhal, Cursio, Mullaney & Sliney, LLP (CLAT15000016)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

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 _____ [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. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on June 17, 2013, and amended thereafter on August 1, 2013 and February 19, 2014. 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 Qualification was issued and a panel established. Leventhal, Cursio, Mullaney & Sliney, LLP was selected from the panel based on the firm's experience, expertise in the subject matter and availability (particularly Attorney Steven Leventhal). Additionally, the County Attorney approved a rate increase from previous contracts and from what the firm was listed on the panel. The per hour rate paid to the firm under this contract is still within the range of panel rates. Also, the Contractor has previously contracted with the County. Under a previous contract, three law firms were interviewed and Leventhal, Cursio, Mullaney & Sliney, LLP was selected based upon its outstanding qualifications and the significant prior experience of Attorney Steven Leventhal to provide those services.

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.

<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.

Department Head Signature

9/17/15
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

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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) Leventhal, Cursio, Mullaney & Sliney, LLP, having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000017 between the County and Counsel, executed on behalf of the County on June 17, 2013, as amended by amendment one (1) County contract number CLAT13000023, executed on behalf of the County on August 1, 2013, and as amended by amendment two (2) County contract number CLAT14000002, executed on behalf of the County on February 19, 2014 (the "Original Agreement"), Counsel serves as counsel to the Nassau County Board of Ethics and provides general legal advice and assistance to the Nassau County Attorney or his designee, 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 February 1, 2012 until January 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement (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 One Hundred Twenty-five Thousand Dollars ($125,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires 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 one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 31, 2016.

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & BLINKOFF, LLP

By: _____
Name: Steven G. Leventhal
Title: Managing Partner
Date: 8-17-15

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 9/12/16

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 1/5/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17 day of August in the year 2015 before me personally came Steven G. Leventhal 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 Managing Partner of Leventhal, Curcio, Mullaney & Blinkoff 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.

Thomas J Mullaney
NOTARY PUBLIC

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 17th day of September in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Jaclyn Delle
NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5 day of January in the year 2016 before me personally came Charles R. Barker 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 Annette A. Petrucci

ANNETTE A PETRUCCI
Notary Public, State of New York
No. 01PE6215810
Qualified in Nassau County
Commission Expires 3/31/20

Contract ID#: CQTV16000016

Department: Traffic & Parking Violations Agency

E-39-17 NCWCB

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CLTV17000015 NIFS Entry Date: 1/3/2017 Term: 01/01/16 - 12/31/17

New ☐ Renewal X	
Amendment #1	X
Time Extension	☐
Addl. Funds	X
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: **Claire I. Weinberg**	Vendor ID#: [redacted]	Department Contact: **John G. Marks**	
Address: [redacted]	Contact Person:	Address: 16 Cooper Street, Hemp.	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)* ☑	1/12/17	John G. Marks	
	OMB	*NIFS Approval* ☑	1/24/17	William Cote	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☑	1/31/17	[signature]	
	County Attorney	*CA Approval as to form* ☑	1/31/17	[signature]	
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐ / Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			
	Chief Dep.Cty.Exec.	☐			
	Deputy County Exec.	☐			

PR5254 (1/05)

Contract ID#: CQTV16000016

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract Amendment #1 to exercise one-year renewal option and encumber funds.
Purpose: **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. The Contractor's 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.**
Method of Procurement: **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 Executive Director recommends the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, 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.**
Procurement History: **Contractor has served as Nassau County District Court Judge from 1991 – 2000, as a County Court Judge from 2001 through 2005 and as a Supreme Court Justice from 2002 - 2005. Contractor has also been a JHO at TPVA since 2009.**
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 an additional $21,000.00 to be added to the original contract amount of $24,000.00 for a total of $45,000.00 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:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 21,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 21,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 21,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 21,000.00

Document Prepared By: Irene M. Higgins **Date:** Jan. 3, 2017

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 (1/05)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: CLAIRE I. WEINBERG

2. Dollar amount requiring NIFA approval: $ $21,000.00

Amount to be encumbered: $ 21,000.00

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: 1/1/2016-12/31/17

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:

CQTV16000016 - $24,000.00 encumbered in 2016.

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 1/25/17 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. – 2017

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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND CLAIRE I. WEINBERG

WHEREAS, the County has negotiated an amendment to a personal services agreement with Claire I. Weinberg 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 authorize the County Executive to execute the said amendment to an agreement with Claire I. Weinberg

FAML6455 V4.2 (
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

01/06/2017
11:08 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	10,046,201	10,046,201		10,046,201
	DE505	SYSTEMS &	72,495	72,495		72,495
		EXP TOTAL	14,430,181	14,430,181	68,383	14,361,798
		REV - EXP	49,550,134	49,550,134	-68,383	-49,618,517

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: CLAIRE I. WEINBERG

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 _____. 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. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on June 23, 2016. 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: 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).**[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: **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

1/12/17
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.***

CLAIRE I. WEINBERG ✓
20 CHAPEL PLACE – 1M
GREAT NECK, NEW YORK 11021

TO: **Nassau County Legislature, Nassau County Executive, NIFA, Nassau County Comptroller**

DATE: **January 31, 2017**

SUBJECT: **Statement of Material Changes of Prior Submitted Disclosure Forms**

In submission with my contract option to renew for an additional year, I confirm that there have been no material changes to the following disclosure forms I submitted with my original contract:

Principal Questionnaire
Business History Form
Consultant's Contractor's and Vendor's Disclosure Form
Exhibit A – Nassau County Political Campaign Contribution Disclosure Form
Exhibit B – Nassau County Lobbyist Registration Statement

CLAIRE I. WEINBERG — Print

Claire I. Weinberg — Signature

Redacted

Judge - Weinberg

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: 2/16/17

Vendor:

Signed: Claire D. Trumberg

Print Name: CLAIRE I. WOLDBERG

Title: JUDICIAL HEARING OFFICER

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.

NOT APPLICABLE / NONE

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

NOT APPLICABLE

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

NOT APPLICABLE

NOT APPLICABLE

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.**

NOT APPLICABLE – NONE

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

NOT APPLICABLE – 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?

NOT APPLICABLE

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: 2/16/17

Signed: David Weeden

Print Name: David Weeden

Title: JHO

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 CLAIRE I. WEINBERG
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address NONE
   City/state/zip NOT APPLICABLE (N.A.)
   Telephone [redacted]
   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 ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) JUDICIAL HEARING OFFICER

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 ___ 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, CLAIRE T. WEINBERG, 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 16th day of February 2017

Notary Public

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified In Suffolk County
My Commission Expires 1-3-2019

Name of submitting business

CLAIRE T. WEINBERG

Print name

Claire T. Weinberg

Signature

JHO

Title

2, 16, 17

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 2, 2016~~ 2/16/17 (aw)

1) Proposer's Legal Name: CLAIRE I. WEINBERG

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): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) JUDICIAL HEARING OFFICER

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

Add't. backup Judge Weinberg 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 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

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~~ D Woodall
Notify County if a conflict arises

RECEIVED
NASSAU COUNTY FISCAL AFFAIRS
CLERK OF THE LEGISLATURE
2016 MAY 19 P 12:30

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_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

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, CLAIRE J. WOLNBERG 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 16th day of February 2017

Notary Public

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified in Suffolk County
My Commission Expires 1-3-2019

Name of submitting business

Print name

Signature

Title

2, 16, 17

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Claire T. Weinberg

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):

N/A - 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.

N/A - NONE

Judge Weinberg
Vendor 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 - 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):

N/A none (cw)

2016 MAY 19 P 12:30
CLERK OF THE LEGISLATURE
NASSAU COUNTY
RECEIVED

(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: 2/16/17

Signed: David D. Weinberg

Print Name: CHARLES D. WEINBERG

Title: SHO

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 #1

AMENDMENT, dated as of December 20, 2016 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 Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) Claire I. Weinberg, having her principal office at 20 Chapel Place – 1M, Great Neck, New York, 11021, (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQTV16000016 between the County and the Contractor, executed on behalf of the County on June 23, 2016 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2016 through December 31, 2016 with the county in its sole discretion, having the option to renew for a one-year period. It now wishes to exercise that option to renew for one year terminating on December 31, 2017;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand dollars ($24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-One Thousand dollars ($21,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-Five Thousand dollars ($45,000.00) ("Amended Maximum Amount").

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 Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CLAIRE I. WEINBERG

By: Claire I. Weinberg
Name: Claire I. Weinberg
Title: Judicial Hearing Officer
Date: 12/20/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 20th day of December in the year 2016 before me personally came Claire I. Weinberg to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

NOTARY PUBLIC

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified in Suffolk County
My Commission Expires 1-3-2019

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 resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CA-10-16

RULES RESOLUTION NO. 52-2016

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 CLAIRE I. WEINBERG.

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 5-23-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Claire I. Weinberg 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 Claire I. Weinberg.

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 Judge Claire I. Weinberg possesses special skills that qualify her 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 Judge Claire I. Weinberg possesses special skills that qualify her to be appointed without the competitive bidding process. Judge Weinberg has been providing this service for us since 2009 and is efficient and more than competent in her 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: CLAIRE I. WEINBERG

CONTRACTORADDRESS: 20CHAPELPLACE#1M,GREAT NECK, NY11021

FEDERAL TAX ID #: 196261974

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

2/3/16
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.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 29, 2015 (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) Claire I., Weinberg, having her principal office at 20 Chapel Place #1M, Great Neck, New York 11021, (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 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 Twenty Four Thousand dollars ($24,000) 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 Agenc

(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.

CLAIRE I. WEINBERG

By: _____
Name: Claire I. Weinberg
Title: Judicial Hearing Officer
Date: 12/29/15

NASSAU COUNTY

By: _____
Name: Chris Nolan
Title: Deputy County Executive
Date: 6/13/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29th day of December in the year 2015 before me personally came Claire F. Weinberg 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 individual described herein and which executed the above instrument.

JANE A. MARTONE
NOTARY PUBLIC, State of New York
No. 4901218
Qualified in Nassau County
Commission Expires March 20, 2019

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23 day of June in the year 2016 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 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

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

Contract ID#: CQTV16000004

Department: Traffic & Parking Violations Agency

E-41-17
NCWCB

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CLTV17000002 **NIFS Entry Date: 1/3/2017** **Term: 01/01/2016 to 12/31/2017**

New ☐ Renewal X	
Amendment #1	X
Time Extension	☐
Addl. Funds	X
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 **Kenneth S. Diamond**	Vendor ID# [redacted]	Department Contact **John G. Marks**	
Address [redacted]	Contact Person	Address 16 Cooper Street, Hempstead, NY 11550	
	Phone **(516) 997-3277**	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)* ☑	1/12/17	John G Marks	
	OMB	*NIFS Approval* ☑	1/24/17	William Lee	Yes ☑ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☑	1/30/17	Yvette Lee	
	County Attorney	*CA Approval as to form* ☑	1/30/17	Yvette Lee	
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			
	Chief Dep.Cty.Exec.	☐			
	Deputy County Exec.	☐			

PR5254 (1/05)

Contract ID#: CQTV16000004

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract Amendment #1 to exercise one-year renewal option and to encumber funds.

Purpose:
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. The Contractor's 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.

Method of Procurement:
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 Executive Director recommends the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, 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.

Procurement History:
Contractor has served as Nassau County District Court Judge from 1989 – 1993. has been an acting Justice of the NY State Supreme Court (2003) and has been a JHO at TPVA since 2007.

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 an additional $24,000.00 to be added to the original contract amount of $24,000.00 for a total of $48,000.00 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:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 24,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$24,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,000.00

Document Prepared By: Irene M. Higgins **Date:** Jan. 3, 2017

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 (1/05)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: KENNETH S. DIAMOND

2. Dollar amount requiring NIFA approval: $ $24,000.00

Amount to be encumbered: $ 24,000.00

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: 1/1/2016-12/31/17

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

If yes, please explain: Providing services in court as needed.

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 and also renders 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 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:

CQTV16000004 - $24,000.00 encumbered in 2016.

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 1/28/17

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. – 2017

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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND KENNETH S. DIAMOND

WHEREAS, the County has negotiated an amendment to a personal services agreement with Kenneth S. Diamond 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 authorize the County Executive to execute the said amendment to an agreement with Kenneth S. Diamond

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/06/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:08 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	10,046,201	10,046,201		10,046,201
	DE505	SYSTEMS &	72,495	72,495		72,495
		EXP TOTAL	14,430,181	14,430,181	68,383	14,361,798
		REV - EXP	49,550,134	49,550,134	-68,383	-49,618,517

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: KENNETH S. DIAMOND

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. [X] This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 19, 2016. 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 the attached 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). [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. [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: **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.

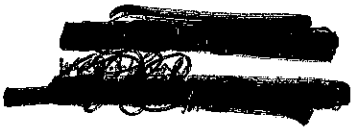
Department Head Signature

2/12/17

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.***

Kenneth S. Diamond ✓



DATE: January 26, 2017

SUBJECT: Statement of Material Changes of Prior Submitted Disclosure Forms

In submission with my contract option to renew for an additional year, I confirm that there have been no material changes to the following disclosure forms I submitted with my original contract:

Principal Questionnaire

Business History Form

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

Exhibit A –

Nassau County Political Campaign Contribution Disclosure Form

Exhibit B –

Nassau County Lobbyist Registration Statement

Kenneth S. Diamond

Printed Name

Signature

Hon Kenneth S Diamond

Redacted

Judge Beaumont

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.

Vendor: KENNETH S. DIAMOND

Dated: 2/10/17

Signed:

Print Name: KENNETH S. DIAMOND

Title: DISTRICT COURT JUDICIAL HEARING OFFICER

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.

NOT-APPLICABLE /NONE

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

NOT-APPLICABLE/NONE

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

NOT-APPLICABLE/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.**

NOT-APPLICABLE/NONE

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

NOT-APPLICABLE/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.

(NOT- APPLICABLE)

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?

NOT- APPLICABLE (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: 2/10/17

Signed:

Print Name: KENNETH S. DIAMOND

Title: DISTRICT COURT JUDICAL HEARING OFFICER

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 KENNETH S. DIAMOND
   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) NOT-APPLICABLE (SELF-EMPLOYED)
   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? NOT-APPLICABLE
   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, KENNETH S. DIAMOND, 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 10th day of FEBRUARY 2017

Notary Public

VANESSA LaPORTE
Notary Public, State of New York
No. 01LA5074652
Qualified in Suffolk County
Commission Expires March 17, 20

KENNETH S. DIAMOND
Name of submitting business

KENNETH S. DIAMOND
Print name

Signature

DISTRICT COURT JUDICIAL HEARING OFFICER
Title

2 / 10 / 17
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: FEBRUARY 10, 2017

1) Proposer's Legal Name: KENNETH S. DIAMOND

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
NOT-APPLICABLE

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities: [redacted]

4) Dun and Bradstreet number: NOT-APPLICABLE

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) SELF-EMPLOYED ATTORNEY (SOLO PRACTITIONER)

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: (NOT-APPLICABLE)

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.
IF A CONFLICT SHOULD ARISE IN THE FUTURE, I WOULD IMMEDIATELY NOTIFY THE COUNTY OF NASSAU.

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 TPVA

Contact Person HON. JOHN G. MARKS (EXECUTIVE DIRECTOR)

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company SUFFOLK COUNTY TPVA

Contact Person PAUL MARCIOTTA, ESQ (EXECUTIVE DIRECTOR)

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company NASSAU COUNTY COURTS

Contact Person HON. THOMAS ADAMS (ADMINISTRATIVE JUDGE)

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

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, KENNETH S. DIAMOND, 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 10th day of FEBRUARY 2017

Notary Public

VANESSA LaPORTE
Notary Public, State of New York
No. 01LA5074652
Qualified in Suffolk County
Commission Expires March 17, 2019

Name of submitting business: KENNETH S. DIAMOND

By: KENNETH S. DIAMOND
Print name

Signature

DISTRICT COURT JUDICIAL HEARING OFFICER
Title

2/10/17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: KENNETH S. DIAMOND

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) SELF-EMPLOYED ATTORNEY (SOLE PRACTITIONER)

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):

NOT-APPLICABLE / 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.

NOT-APPLICABLE / 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.**

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: 2/10/17

Signed: [signature]

Print Name: KENNETH S. DIAMOND

Title: DISTRICT COURT JUDICIAL 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.

AMENDMENT #1

AMENDMENT, dated as of December 19, 2016 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 Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) Kenneth S. Diamond, having his principal office at [redacted], (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTV16000004 between the County and the Contractor, executed on behalf of the County on May 19, 2016 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2016 through December 31, 2016 with the county in its sole discretion, having the option to renew for a one-year period. It now wishes to exercise that option to renew for one year terminating on December 31, 2017;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand dollars ($24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-Four Thousand Dollars ($24,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-Eight Thousand dollars ($48,000.00) ("Amended Maximum Amount").

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 Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

KENNETH S. DIAMOND

By: _____

Name: Kenneth S. Diamond

Title: Judicial Hearing Officer

Date: 12/19/16

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 19th day of December in the year 2016 before me personally came Kenneth S. Diamond to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

Nicole Mastrandrea

NOTARY PUBLIC

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

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 resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

E-78-16

RULES RESOLUTION NO. 82-2016

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 KENNETH S. DIAMOND.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
(D,M,C)
ayes 7 ayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Kenneth S. Diamond 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 Kenneth S. Diamond.

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 Kenneth S. Diamond 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 Kenneth S. Diamond possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Diamond has been providing this service for us since 2007 and is 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: KENNETH S. DIAMOND

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.

original contract

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 28, 2015 (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) Kenneth S. Diamond, 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 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 Twenty Four Thousand dollars ($24,000) 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 Agenc

(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.

KENNETH S. DIAMOND

By: _____
Name: Kenneth S. Diamond
Title: Judicial Hearing Officer
Date: 12/28/15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 5/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of December in the year 2015 before me personally came Kenneth S. Diamond 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 individual described herein and which executed the above instrument.

Marie Ingellis
NOTARY PUBLIC

NOTARY PUBLIC
MARIE INGELLIS
01IN6017890
EXP. 12-21-18
STATE OF NEW YORK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of May in the year 2016 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 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.

Samantha Goetz
NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

Contract ID#: CQTV16000005

Department: Traffic & Parking Violations
Agency

E-42-17
NEWED

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CLTV17000005 **NIFS Entry Date: 1/3/2017** **Term: 01/01/16 to 12/31/17**

New ☐ Renewal	X
Amendment #1	X
Time Extension	☐
Addl. Funds	X
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 **Zelda Jonas**	Vendor ID# [redacted]
Address [redacted]	Contact Person Phone **(516) 342-9801**

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)* ☑	1/2/17	John G Marks	
	OMB	*NIFS Approval* ☑	1/24/17	William Cole	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☑	2/3/17	[illegible]	
	County Attorney	*CA Approval as to form* ☑	2/3/17	[illegible]	
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐ / Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			
	Chief Dep.Cty.Exec.	☐			
	Deputy County Exec.	☐			

PR5254 (1/05)

Contract ID#: CQTV16000005

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract Amendment #1 to exercise renewal option and encumber funds.
Purpose: **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. The Contractor's 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.**
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 Executive Director recommends the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, 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.
Procurement History: **Contractor has served as Nassau County District Court Judge from 1985 – 1990, as a County Court Judge from 1991 through 1998, as a Supreme Court Justice from 1992 – 2006 and has been a JHO at TPVA since 2009.**
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 an additional $24,000.00 to be added to the original contract amount of $24,000.00 for a total of $48,000.00 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:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 24,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$24,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,000.00

Document Prepared By: Irene M. Higgins **Date:** Jan. 3, 2017

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 (1/05)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: ZELDA JONAS

2. Dollar amount requiring NIFA approval: $ $24,000.00

Amount to be encumbered: $ 24,000.00

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: 1/1/2016-12/31/2017

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

If yes, please explain: Services being provided as needed in the 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:

CQTV16000005 - $24,000.00 encumbered in 2016.

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 1/25/17

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. -- 2017

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 TRAFFIC AND PARKING VIOLATIONS AGENCY AND ZELDA JONAS

WHEREAS, the County has negotiated an amendment to a personal services agreement with Zelda Jonas 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 authorize the County Executive to execute the said amendment to an agreement with Zelda Jonas

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/06/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:08 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	10,046,201	10,046,201		10,046,201
	DE505	SYSTEMS &	72,495	72,495		72,495
		EXP TOTAL	14,430,181	14,430,181	68,383	14,361,798
		REV - EXP	49,550,134	49,550,134	-68,383	-49,618,517

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: ZELDA JONAS

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 May 19, 2016. 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: 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) **[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. [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: **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.

John M Marks

Department Head Signature

1/12/17

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.309/15

Redacted

Judge Jones

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: 2/8/2017

Vendor: Zelda Jonas

Signed: Zelda J Onas

Print Name: Zelda Jonas

Title: Judicial Hearing Officer

Rev. 3-2016

COUNTY OF NASSAU

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

1. Name of the Entity: Zelda Jonas

Address: [redacted]

City, State and Zip Code:

2. Entity's Vendor Identification Number:

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/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.

N/A / 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):

N/A / 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: 2/8/17

Signed: Zelda Jonas

Print Name: Zelda JONAS

Title: Judicial Hearing Office.

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.

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 ZELDA JONAS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) not Applicable
   City/state/zip Not Applicable
   Telephone Not Applicable
   List of other addresses and telephone numbers attached

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

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, Zelda Jonas, 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 8 day of Feb, 2017

Notary Public

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified in Suffolk County
My Commission Expires 1-3-2019

Name of submitting business

Zelda Jonas

Print name

Zelda Jonas

Signature

S. H. O.

Title

2, 8, 17

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 11, 2016~~ February 8, 2017

1) Proposer's Legal Name: Zelda Jonas

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): Not Applicable

Phone [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: Not Applicable

5) Federal I.D. Number: Not Applicable

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
I would notify County if a conflict arises.

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. LICENED to practice LAW SINCE 1953.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. JUSTICE of the Supreme Court, N.Y. State, App. Div. 2nd Dept. - RETIRED

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 Administrative Judge - Sup. Ct. - NASSAU Co.

Contact Person Hon. Thomas Adams

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # —

E-Mail Address —

Company NASSAU County District Ct. Traffic Parking Violations Agency

Contact Person Hon. John MARKS.

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company N.Y. State Supreme Ct - NASSAU County.

Contact Person Hon. Jeffrey Brown

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

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, Zelda Jonas, 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 8 day of Feb 2017

Notary Public

ANNE MARGOSIAN
PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified In Suffolk County
Commission Expires 1-3-2019

N/A
Name of submitting business

Zelda Jonas
Print name

Zelda Jonas
Signature

Judicial Hearing Officer
Title

2, 8, 2017
Date

AMENDMENT #1

AMENDMENT, dated as of December 14, 2016 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 Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) Zelda Jonas, having her principal office at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTV16000005 between the County and the Contractor, executed on behalf of the County on May 19, 2016 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2016 through December 31, 2016 with the county in its sole discretion, having the option to renew for a one-year period. It now wishes to exercise that option to renew for one year terminating on December 31, 2017;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand dollars ($24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-Four Thousand Dollars ($24,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-Eight Thousand dollars ($48,000.00) ("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 Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ZELDA JONAS

By: Zelda Jonas
Name: Zelda Jonas
Title: Judicial Hearing Officer
Date: Dec 14, 2016

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 14th day of December in the year 2016 before me personally came Zelda Jonas to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

NOTARY PUBLIC

JANE A. MARTONE
NOTARY PUBLIC, State of New York
No. 4901213
Qualified in Nassau County
Commission Expires March 30, 2019

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 resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

E-97-16

RULES RESOLUTION NO. 104/2016

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 ZELDA JONAS.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9/28/16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Zelda Jonas 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 Zelda Jonas.

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 Judge Zelda Jonas possesses special skills that qualify her 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 Judge Zelda Jonas possesses special skills that qualify her to be appointed without the competitive bidding process. Judge Jonas has been providing this service for us since February 2009 and is efficient and more than competent in her ability to reduce our case load and to determine cases.

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

2/2/16

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 December 31, 2015 (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) Zelda Jonas, having her 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 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 Twenty Four Thousand dollars ($24,000) 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 Agenc

(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.

ZELDA JONAS

By: _____
Name: Zelda Jonas
Title: Judicial Hearing Officer
Date: 12/31/15

NASSAU COUNTY

By: _____
Name: Chanda Mbacke
Title: Deputy County Executive
Date: 1/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 31st day of December in the year 2015 before me personally came Zelda Jonas 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 individual described herein and which executed the above instrument.

NOTARY PUBLIC

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified In Nassau County
Commission Expires July 1, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19th day of May in the year 2016 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 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

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275998
STATE OF NEW YORK

Nassau County A-1-2017

Department of Purchasing

Staff Summary

Subject: Pitney Bowes Relay 8000 Inserting System	Date: November 29, 2016
Department Office Of Purchasing	Vendor Name Pitney Bowes, Incorporated
Department Head Name Eric Naughton	Contract Number A-1-2017
Department Head Signature	Contract Manager Name Linda A. Mills, Food Inspector II

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

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head		Counsel to C.E. 12/29/16
	Budget	12/16/16	County Atty.
12/8/16	Deputy C.E.		County Exec.

Narrative

Purpose: To authorize and award a Blanket Purchase Order for a five (5) year lease for one (1) Pitney Bowes Relay 8000 Inserter System complete with all accessories, training and maintenance for the lease term of March 1, 2017 through February 28, 2022 for the Department of Assessment. This inserter system will replace their current Pitney Bowes Inserter which lease term will expire February 28, 2017. No competitive bidding was initiated as the authority for this procurement is New York State Comptrollers Opinion 79-150 which does not mandate competitive bidding for rental/leasing.

Discussion: Pitney Bowes Inc. provides Nassau County with various Office Machines, Mailing Systems, Folders, Inserters and historically has supplied Nassau County with exceptional service and the technology they provide is proprietary to Pitney Bowes.

Impact on Funding: The cost of the system lease is One Hundred Thirty-Six Thousand One Hundred Five Dollars and Twenty Cents ($136,105.20) during the lease term from general funds.

Recommendation: Office of Purchasing recommends awarding a blanket purchase order to Pitney Bowes, Incorporated.

SIGNED: 12/12/16

2017 JAN -3 A 11:43

RECEIVED
NASSAU COUNTY
COUNTY LEGISLATURE

RULES RESOLUTION 2017

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 DEPARTMENT OF ASSESSMENT AND PITNEY BOWES, INCORPORATED.

WHEREAS, the Director is representing to the Rules Committee that the firm, PITNEY BOWES, INCORPORATED 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 PITNEY BOWES, INCORPORATED.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-01-2017**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: DECEMBER 02, 2016

SUBJECT: RESOLUTION–NASSAU COUNTY PITNEY BOWES INSERTER LEASE

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 THIRTY-SIX THOUSAND ONE HUNDRED FIVE DOLLARS AND TWENTY CENTS ($136,105.20) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF ASSESSMENT TO PITNEY BOWES, INCORPORATED FOR A FIVE (5) YEAR LEASE ON A PITNEY BOWES RELAY 8000 INSERTER SYSTEM COMPLETE WITH ALL ACCESSORIES, TRAINING AND MAINTENANCE FOR NASSAU COUNTY DEPARTMENT OF ASSESSMENT.

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
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) RESOLUTION
(3) FORM 10K
(4) CONSULTANT'S, CONTRACTOR'S & VENDOR'S DISCLOSURE FORM
(5) BUSINESS HISTORY FORM
(6) PRINCIPAL QUESTIONNAIRE FORM
(7) CERTIFICATE OF LIABILITY INSURANCE
(8) POLITICAL CONTRIBUTION 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

Pitney Bowes HAS NOT retained a lobbyist in this matter, NOR has Pitney Bowes (or its senior level executives) provided any political campaign contributions to the Nassau County elected officials listed on the disclosure form

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: Pitney Bowes Inc.

Dated: 12/1/2016

Signed:

Print Name: Len Vultaggio

Title: Major Account Manager

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 Monahan
   Date of birth 06 / 23 / 1960
   Home address 94 County Club Road
   City/state/zip Stamford, CT 06903
   Business address 3001 Summer Street
   City/state/zip Stamford, CT 06926
   Telephone 203 351-6253
   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 02 /09 /2015 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.

"Mr. Monahan is an Officer and / Or director of affiliates of PBGFS ,which like PBGFS are subsidiaries of PBI. In that capacity, some of those affiliates have been awarded government contracts".

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, Len Vultaggio, 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 December 16

Margaret F. Bayley

Notary Public

MARGARET F. BAYLEY
Notary Public, State of New York
No. 01BA5077790
Qualified In Suffolk County
Commission Expires May 12, 2019

Pitney Bowes Global Financial Services LLC

Name of submitting business

Len Vultaggio

Print name

Signature

Major Account Manager

Title

12, 1, 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: 11/29/2016

1) Proposer's Legal Name: Pitney Bowes Global Financial Services LLC

2) Address of Place of Business: 27 Waterview Drive Shelton, CT 06484

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 203-356-5000

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 78-56-9240

5) Federal I.D. Number: 20-1344287

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) IS A SINGLE MEMBER LLC WITH PITNEY BOWES INC. A PUBLIC CORPORATION BEING THE SINGLE MEMBER.

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. PBGFS IS A SUBSIDIARY OF PBI

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. ___
To the best of our knowledge

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge. To the best of our knowledge ___

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.

None 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.

None 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.

None 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.
PB General Auditor group sends out an annual conflict of interest policy statement to a target audience. Those who receive it are required to read it then indicate if they think or know they have a conflict of interest and what it is otherwise they are asked to certify that they do not have conflict of interest.

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. This is based on the member

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; PBGFS LLC - 12/1/2016

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

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

iv) State of incorporation (if applicable); PBGFS LLC

v) The number of employees in the firm; This information is based on single member -PBI

vi) Annual revenue of firm; based on single member -PBI

vii) Summary of relevant accomplishments business unit to respond

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

(see attached 10K 1/3/16)

B. Indicate number of years in business. PBGFS LLC

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 Pitney Bowes Inc.

Contact Person Len Vultaggio

Address 3001 Summer Street

City/State Stamford, CT 06926

Telephone 631-796-0712

Fax # 230-460-3154

E-Mail Address len.vultaggo@pb.com

Company Broadridge Financial

Contact Person Mark Streeter

Address 51 Mercedes Way

City/State Edgewood, NY 11717

Telephone 631-254-1631

Fax #

E-Mail Address mark.streeter@broadridge.com

Company Northwell Health

Contact Person Aidan Keil

Address 270-05 76th Ave

City/State New Hyde Park

Telephone 516-396-6362

Fax #

E-Mail Address akeil@northwell.edu

CERTIFICATION

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Sworn to before me this 1st day of December 2016

Margaret F. Bayley

Notary Public

MARGARET F. BAYLEY
Notary Public, State of New York
No. 01BA5077790
Qualified in Suffolk County
Commission Expires May 12, 2019

Name of submitting business: Pitney Bowes Global Financial Services

By: Len Vultaggio
Print name

Signature

Major Account Manager
Title

12/1/2016
Date

pitney bowes

Michael Monahan is Executive Vice President, Chief Operating Officer and Chief Financial Officer. In this role, he has global responsibilities for sales operations, client operations, information technology, procurement, supply chain and real estate. In addition, he leads the financial operations of the company on a global basis, which includes treasury, audit, investor relations, tax functions, and, has oversight of the corporate development and corporate strategy functions.

Previously, Mike was President of the Mailstream Solutions and Services – Americas, the portfolio of which included North and South American operations and Presort Mail Services. He has overseen Pitney Bowes' entry and expansion in the U.S. domestic and international mail services markets. He led the formation of the company's Presort Mail Services division through a series of acquisitions and partnerships.

Mike joined Pitney Bowes in 1988 and held positions in Corporate Accounting, Investor Relations, Corporate Development, and as a business unit CFO. Prior to joining the company, he was a senior auditor with Price Waterhouse.

Mike is Chairman of the Audit Committee and member of the Executive Committee of the National Board of the Armed Services YMCA. He is also a member of the board of the Pitney Bowes Foundation. Mike is a Certified Public Accountant and holds B.S. and M.S. degrees from the State University of New York at Albany.

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Company

Business Entity

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Name

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Search For: pitney bowes global financial services

Search Advanced

Pitney Bowes Global Financial Services LLC

View More Details ▾

Groupings ▸ Automated Voting Interest ▸ Parents

Parents Search

Chart Export

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Search Results

Associated Actions Go

	Parent	% Parent Voting Interest Held	% Parent Interest Held	Date Acquired	Jurisdiction Code
☐	Pitney Bowes Inc.	100.0000	100.0000	Jul 14, 2006	DE

☐ Collapse All

1 Record(s) Returned. Page 1 of 1

COUNTY OF NASSAU

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

1. Name of the Entity: Pitney Bowes Global Financial Services LLC

Address: 27 Waterview Drive

City, State and Zip Code: Shelton CT 06484

2. Entity's Vendor Identification Number: _____

3. Type of Business: ✓ Public Corp ____Partnership ____Joint Venture is a single member LLC with Pitney Bowes Inc. being the signle member

✓ 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):

PBI is the sole single member of the LLC. The Address 3001 Summer Street, Stamford, CT 06926

see attachment for PBGFS Officers.

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.

Attached is the Pitney Bowes inc. 2015-SEC 10K filing

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.

Attached is the Pitney Bowes Inc. 2015-SEC 10K filing

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

Pitney Bowes HAS NOT retained a lobbyist in this matter, NOR has Pitney Bowes (or its senior level executives) provided any political campaign contributions to the Nassau County elected officials listed on the disclosure form

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

Pitney Bowes HAS NOT retained a lobbyist in this matter, NOR has Pitney Bowes (or its senior level executives) provided any political campaign contributions to the Nassau County elected officials listed on the disclosure form

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

Pitney Bowes HAS NOT retained a lobbyist in this matter, NOR has Pitney Bowes (or its senior level executives) provided any political campaign contributions to the Nassau County elected officials listed on the disclosure form

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: 11/29/2016

Signed: Len Vultaggio

Print Name: Len Vultaggio

Title: Major Account Manager

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.

Directors and Corporate Officers

Directors

Linda G. Alvarado
President and
Chief Executive Officer,
Alvarado Construction, Inc.

Anne M. Busquet
Principal,
AMB Advisors, LLC

Roger Fradin
Vice Chairman,
Honeywell International Inc.

Anne Sutherland Fuchs
Consultant

S. Douglas Hutcheson
Chief Executive Officer,
Laser, Inc.

Marc B. Lautenbach
President and
Chief Executive Officer,
Pitney Bowes Inc.

Eduardo R. Menascé
Co-Chairman,
The Taylor Companies

Michael I. Roth
Chairman and
Chief Executive Officer,
The Interpublic Group of
Companies, Inc.
Non-Executive Chairman,
Pitney Bowes Inc.

Linda S. Sanford
Retired Senior Vice President,
Enterprise Transformation,
International Business Machines
Corporation (IBM)

David L. Shedlarz
Retired Vice Chairman,
Pfizer Inc.

David B. Snow, Jr.
Chairman and
Chief Executive Officer,
Cedar Gate Technologies, Inc.

Corporate Officers

Marc B. Lautenbach
President and
Chief Executive Officer

Daniel J. Goldstein
Executive Vice President,
Chief Legal Officer and
Corporate Secretary

Steven J. Green
Vice President Finance
and Chief Accounting Officer

Robert E. Guldotti
Executive Vice President
and President, Software Solutions

Abby F. Kohnstamm
Executive Vice President
and Chief Marketing Officer

Michael Monahan
Executive Vice President,
Chief Operating Officer
and Chief Financial Officer

Roger J. Pilc
Executive Vice President
and Chief Innovation Officer

Debbie D. Salce
Vice President and Treasurer

Joseph Schmitt
Vice President
and Chief Information Officer

Mark L. Shearer
Executive Vice President
and President,
Pitney Bowes SMB
Solutions

Lila Snyder
Executive Vice President,
and President, Global Ecommerce

Christoph Stehmann
Executive Vice President,
and President, Enterprise
Solutions Group

Johnna G. Torsone
Executive Vice President
and Chief Human Resources
Officer

Mark F. Wright
Executive Vice President,
Strategic Growth Initiatives

Stockholders may visit the Pitney Bowes corporate governance website at www.pitneybowes.com under Our Company — Meet Our Leaders — Leadership & Governance for information concerning the Company's governance practices, including the Governance Principles of the Board of Directors, charters of the committees of the board, the Company's Business Practices Guidelines and the Directors' Code of Business Conduct and Ethics.

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Company

Business Entity

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Name

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Search For: pitney bowes global financial services

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Pitney Bowes Global Financial Services LLC

View More Details ▾

Groupings ❯ Automated Voting Interest ❯ Parents

Parents Search

Chart Export

Display Options

Search Results

Associated Actions Go

Parent	% Parent Voting Interest Held	% Parent Interest Held	Date Acquired	Jurisdiction Code
Pitney Bowes Inc.	100.0000	100.0000	Jul 14, 2006	DE

Collapse All

1 Record(s) Returned. Page 1 of 1

Pitney Bowes Global Financial Services LLC

Basics

Name	Pitney Bowes Global Financial Services LLC
State File #/Company #	
EIN	20-1344287
Jurisdiction	Delaware
Formation Date	Jul 06 2006
Status	Active
Status Effective From	Jan 27 2004
Entity Type	Limited Liability Corporation
Date Last Edited	Oct 14 2016

Addresses

Address Type	Full Address
Business	27 Waterview Drive, Shelton, CT, 06484, United States
Principal 2	27 Waterview Drive, Shelton, CT, 06484, United States
Registered	The Corporation Trust Company, 1209 Orange Street, Wilmington, DE, 19801, USA

Directors

0 Record(s) Returned

Officers

Appointment Type	Appointed Entity	Date of Last Election
Assistant Secretary	Freeman-Bosworth, Lauren	Jan 01 2016
Secretary	Goldstein, Daniel J.	Jan 01 2016
Assistant Treasurer and Assistant Secretary	Johnson, Barret S.	Apr 01 2016
Assistant Secretary	Johnson, Patricia M.	Apr 01 2016
Controller	Martorana, Richard	Apr 01 2016
President	Monahan, Michael	Apr 01 2016
Member	Pitney Bowes Inc.	Jul 14 2006
Vice President, Credit and Risk Management	Polito, Vincent D.	Apr 01 2016
Vice President and Treasurer	Salce, Debbie D.	Apr 01 2016
Vice President, Operations	Santora, Thomas P.	Apr 01 2016

Officers(continued)

Appointment Type	Appointed Entity	Date of Last Election
Vice President	Totaro, John R.	Apr 01 2016
Vice President, Finance	Visnovec, Thomas	Apr 01 2016

Capital

Short Description	Total Authorized	Value Authorized	Amount Issued	Value Issued	Un-Issued Balance	Voting
Common	0.0000	0.0000	0.0000	0.0000	0.0000	Yes

Stockholders

0 Record(s) Returned

Foreign Qualifications

Jurisdiction	Assumed Name	Date Qualified	Agent
Alabama		Jul 18 2006	The Corporation Company
Alaska		Nov 01 2006	CT Corporation System
Arizona		Aug 11 2006	CT Corporation System
Arkansas		Jul 20 2006	The Corporation Company
California		Jul 18 2006	CT Corporation System
Colorado		Jul 18 2006	The Corporation Company
Connecticut		Nov 27 2006	CT Corporation System
District of Columbia		Nov 02 2006	CT Corporation System
Florida		Jul 18 2006	CT Corporation System
Georgia		Jul 18 2006	CT Corporation System
Hawaii		Jul 18 2006	The Corporation Company, Inc.
Idaho		Oct 31 2006	CT Corporation System
Illinois		Oct 31 2006	CT Corporation System
Indiana		Oct 31 2006	CT Corporation System
Iowa		Nov 02 2006	CT Corporation System
Kansas		Sep 01 2006	The Corporation Company, Inc.
Kentucky		Jul 19 2006	CT Corporation System
Louisiana		Jul 18 2006	CT Corporation System
Maine		Aug 24 2006	CT Corporation System

Foreign Qualifications(continued)

Jurisdiction	Assumed Name	Date Qualified	Agent
Maryland		Jul 17 2006	The Corporation Trust Incorporated
Massachusetts		Oct 31 2006	CT Corporation System
Michigan		Jul 18 2006	The Corporation Company
Minnesota		Oct 27 2006	CT Corporation System
Mississippi		Nov 03 2006	CT Corporation System
Missouri		Jul 20 2006	CT Corporation System
Montana		Jul 19 2006	CT Corporation System
Nebraska		Nov 30 2006	CT Corporation System
Nevada		Jul 18 2006	The Corporation Trust Company of Nevada
New Hampshire		Nov 03 2006	CT Corporation System
New Jersey		Nov 01 2006	The Corporation Trust Company
New Mexico		Nov 01 2006	CT Corporation System
New York		Mar 23 2007	CT Corporation System
North Carolina		Sep 06 2006	CT Corporation System
North Dakota		Nov 06 2006	CT Corporation System
Ohio		Jul 17 2006	CT Corporation System
Oklahoma		Jul 18 2006	The Corporation Company
Oregon		Jul 20 2006	CT Corporation System
Pennsylvania		Jul 17 2006	CT Corporation System
Rhode Island		Nov 03 2006	CT Corporation System
South Carolina		Nov 02 2006	CT Corporation System
South Dakota		Nov 02 2006	CT Corporation System
Tennessee		Jul 21 2006	CT Corporation System
Texas		Jul 17 2006	CT Corporation System
Utah		Nov 02 2006	CT Corporation System
Vermont		Jul 20 2006	CT Corporation System
Virginia		Nov 03 2006	CT Corporation System
Washington		Jul 18 2006	CT Corporation System
West Virginia		Nov 03 2006	CT Corporation System
Wisconsin		Jul 17 2006	CT Corporation System
Wyoming		Jul 21 2006	CT Corporation System

Doing Business As (DBA)

Name	Jurisdiction
Secap Finance	New Jersey

Subsidiaries

Subsidiary	% Parent Voting Interest Held	% Parent Interest Held	Date Acquired
FSL Holdings Inc.	100.0000	100.0000	Jul 14 2006
FSL Risk Managers Inc.	100.0000	100.0000	Jul 14 2006
PB Equipment Management Inc.	100.0000	100.0000	Jul 14 2006
PB Historic Renovation LLC	100.0000	100.0000	Jul 14 2006
The Pitney Bowes Bank, Inc.	100.0000	100.0000	Jul 14 2006
Wheeler Insurance, Ltd.	100.0000	100.0000	Feb 27 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2016

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 MARSH USA INC. 501 MERRITT 7 NORWALK, CT 06856-6010 Attn: PitneyBowes.certrequest@marsh.com Fax:203-229-6885 303700-ALL-GAW-16-17 PITNEY .	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PITNEY BOWES INC. WORLD HEADQUARTERS 3001 SUMMER STREET STAMFORD, CT 06926	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Indemnity Ins Co Of North America — 43575 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-008688853-03 **REVISION NUMBER:** 6

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:	X		HDO G27655581	07/01/2016	07/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 250,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS	X		ISA H09043111	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $	X					EACH OCCURRENCE AGGREGATE	$ $
B C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N — N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C48609831 (AOS) SCF C48609855 (WI) WLR C48609843 (CA, MA)	07/01/2016 07/01/2016 07/01/2016	07/01/2017 07/01/2017 07/01/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

County of Nassau Assessment PNCEF is included as additional insured (except workers compensation) as required by written contract.

CERTIFICATE HOLDER

Nassau County Office of Purchasing
1 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
of Marsh USA Inc.

Nancy Kalbfell

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THOMAS P. DiNAPOLI
STATE COMPTROLLER

DIVISION OF LEGAL SERVICES
110 State Street – 14th Floor
Albany, NY 12236
Tel: (518) 474-3444
Fax: (518) 473-9104

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

January 28, 2016

Anthony Galvin
240 Old Country Road
Mineola, NY 11501

Dear Mr. Galvin:

In response to your request and pursuant to the Freedom of Information Law, we are enclosing the following opinion:

Opn No. 79-150

This opinion represents the views of the Office of the State Comptroller at the time it was rendered. The opinion may no longer represent those views if, among other things, there have been subsequent court cases or statutory amendments that bear on the issues discussed in the opinion.

Very truly yours,

Mitchell S. Morris
Associate Counsel

MSM:lah
Enc.

LAWS OF 1973, CHAPTER 346, AS AMENDED (McKINNEY'S UNCONSOLIDATED LAWS, §8118): The leasing of burglar, hold-up and fire alarm systems by a regional OTB corporation to protect its betting offices and executive office is not subject to competitive bidding requirements.

This opinion represents the views of the Office of the State Comptroller at the time it was rendered. The opinion may no longer represent those views if, among other things, there have been subsequent court cases or statutory amendments that bear on the issues discussed in the opinion.

June 12, 1979 79-150

Mark L. Lieberman, Esq.
Counsel
Nassau Regional Off-Track Betting
Corporation
220 Fulton Avenue
Hempstead, New York 11550

Re: Nassau County

Dear Mr. Lieberman:

This is in reply to your recent letter in which you stated that the Nassau Regional OTB Corporation has 25 branch offices and an executive office, all of which are presently equipped with various burglar, hold-up and fire alarm systems. These systems were installed and are serviced pursuant to five-year lease agreements covering each of the offices and entered into after advertisement for bids in 1975, when the corporation first went into business. The lease agreements will begin to expire commencing in January, 1980 and, with respect to entering into new contracts, you ask the following:

(1) Must the corporation advertise for bids for new contracts or may it renew the leases with the present contractor without seeking new bids?

(2) If the corporation must advertise for new bids, should the specifications require that the cost of installing the equipment be included in the bid price?

In a recent opinion addressed to you, this Department concluded that, pursuant to section 8118 of McKinney's Unconsolidated Laws (L 1973, Ch 346, as amended), regional OTB corporations are required to let public work and purchase contracts involving an expenditure of more than $10,000 to the lowest responsible bidder

after advertisement for bids, unless there is an exception in law which operates to suspend the operation of the bidding statutes (Opns St Comp, 1979, No. 79-193, not yet reported). However, we have also consistently maintained that the hiring or leasing of personal property is not subject to competitive bidding requirements provided the agreement is a true lease and not an agreement to lease where the effect is a purchase (see, e.g., Opns St Comp, 1978, No. 78-519, also addressed to you).

In this situation, we have been advised that the corporation advertised for bids for the cost of installing and maintaining the various items of equipment necessary for the alarm systems. Title to the equipment remains in the contractor and it is never intended to pass to the OTB corporation.

The question as to the possible need to advertise for bids for installation and maintenance of the various alarm systems apparently arises as a result of the decision in Signacon Controls, Inc. v Mulroy, 32 NY2d 410, 345 NYS2d 527, 298 NE 2d 670 [1973]. In that case, the Court of Appeals held that an agreement under which a county was to acquire title to a central control console which would receive fire alarms from transmitters sold to private entities (i.e. restaurants, stores, hospitals) was subject to the competitive bidding requirements of section 103 of the General Municipal Law. In our view, however, the holding in that case is not applicable here because there is no intention to convey title to any of the alarm equipment to the OTB corporation and, hence, no purchase contract within the meaning of section 103.

Inasmuch as the proposed agreements involve the leasing rather than the purchase of alarm equipment, it is our opinion that such agreements are not subject to competitive bidding requirements. The fact that the initial lease agreements were entered into after advertisements for bids does not alter our conclusion.

We trust that the above will be of assistance to you.

Very truly yours,

EDWARD V. REGAN
State Comptroller

By

Kenneth F. Hartman
Associate Counsel

Bandel/gj

Cleary, Robert

From: McDermott, Dennis
Sent: Tuesday, December 27, 2016 3:07 PM
To: Grippo, Daniel P; Cleary, Robert
Cc: Delle, Jaclyn
Subject: RE: copy of 79150

Dan

My research (Jackie concurs) shows one NY Court of Appeals case (Exley v. Village of Endicott 51 N.Y. 2d 426 – 1980) wherein the Court stated that a municipality may lease equipment without complying with the competitive bidding requirement of GML Section 103. I have shepardized the case and have found no cases contradicting or overturning "Exley"

Dennis F. McDermott
Deputy Bureau Chief
Municipal Transactions Bureau
Counsel, Department of Parks, Recreation and Museums
Nassau County Attorney's Office
516-571-1957

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From: Grippo, Daniel P
Sent: Tuesday, December 27, 2016 1:07 PM
To: Cleary, Robert <RCleary@nassaucountyny.gov>
Cc: McDermott, Dennis <dmcdermott@nassaucountyny.gov>; Delle, Jaclyn <JDelle@nassaucountyny.gov>
Subject: Re: copy of 79150

Dennis and Jackie will check for any updates. Distinction being made between a lease and a purchase, the opinion based on logic that GML 103 pertains to purchases. Lease must be a "true lease" so there can't be a de minimis (ex. One dollar) purchase price at end of lease term.

Sent from my iPhone

On Dec 27, 2016, at 12:52 PM, Cleary, Robert <RCleary@nassaucountyny.gov> wrote:

> Hi Dan,
>
> This issue may have been raised recently, but in case it hasn't, is the attached opinion current and applicable, and if so are there any limitations or caveats that you can find? I was not aware that lack of transfer of ownership is sufficient cause to dispense with competitive bidding.
>
> Thank you,

Robert

Robert Cleary
Director of Procurement Compliance
Nassau County
1550 Franklin Avenue, Room 225
Mineola, NY 11501
(516) 571-1939
rcleary@nassaucountyny.gov

From: Mills, Linda A
Sent: Tuesday, December 27, 2016 12:42 PM
To: Cleary, Robert
Cc: Colasurdo, Claudia
Subject: FW: copy of 79150

I just received this. Sending it your way.

From: Galvin, Anthony
Sent: Tuesday, December 27, 2016 12:39 PM
To: Colasurdo, Claudia <ccolasurdo@nassaucountyny.gov>
Cc: Mills, Linda A <lmills@nassaucountyny.gov>
Subject: RE: copy of 79150

See attached.

Anthony Galvin
Nassau County Comptroller's Office
Vendor Claims

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From: Colasurdo, Claudia
Sent: Tuesday, December 27, 2016 12:01 PM
To: Galvin, Anthony
Subject: copy of 79150

Anthony ,
Do you have a copy of resolution 79-150?

Thanks,
Claudia

Claudia Colasurdo
Technical Coordinator
Nassau County Office of Purchasing
1 West Street
Mineola, NY 11501
(516) 571-6433

<NYS 79-150.pdf>

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, 2015 Commission file number: 1-3579

PITNEY BOWES INC.

Incorporated in Delaware
3001 Summer Street, Stamford, CT 06926
(203) 356-5000

I.R.S. Employer Identification No. 06-0495050

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, $1 par value per share	New York Stock Exchange
$2.12 Convertible Cumulative Preference Stock (no par value)	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: 4% Convertible Cumulative Preferred Stock ($50 par value)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. 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 Act. 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 marks 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 (section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the 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 (section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of 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, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

As of June 30, 2015, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was $4.2 billion based on the closing sale price as reported on the New York Stock Exchange.

Number of shares of common stock, $1 par value, outstanding as of close of business on February 18, 2016: 191,560,676 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's proxy statement to be filed with the Securities and Exchange Commission (the Commission) no later than 120 days after our fiscal year end and to be delivered to stockholders in connection with the Annual Meeting of Stockholders to be held May 9, 2016, are incorporated by reference in Part III of this Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 22, 2016 PITNEY BOWES INC.
Registrant

By: /s/ Marc B. Lautenbach
Marc B. Lautenbach
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Marc B. Lautenbach Marc B. Lautenbach	President and Chief Executive Officer - Director	February 22, 2016
/s/ Michael Monahan Michael Monahan	Executive Vice President, Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)	February 22, 2016
/s/ Steven J. Green Steven J. Green	Vice President-Finance and Chief Accounting Officer (Principal Accounting Officer)	February 22, 2016
/s/ Michael I. Roth Michael I. Roth	Non-Executive Chairman - Director	February 22, 2016
/s/ Linda G. Alvarado Linda G. Alvarado	Director	February 22, 2016
/s/ Anne M. Busquet Anne M. Busquet	Director	February 22, 2016
/s/ Roger Fradin Roger Fradin	Director	February 22, 2016
/s/ Anne Sutherland Fuchs Anne Sutherland Fuchs	Director	February 22, 2016
/s/ S. Douglas Hutcheson S. Douglas Hutcheson	Director	February 22, 2016
/s/ Eduardo R. Menascé Eduardo R. Menascé	Director	February 22, 2016
/s/ Linda S. Sanford Linda S. Sanford	Director	February 22, 2016
/s/ David L. Shedlarz David L. Shedlarz	Director	February 22, 2016
/s/ David B. Snow, Jr. David B. Snow, Jr.	Director	February 22, 2016

PITNEY BOWES INC.
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PART I

Forward-Looking Statements

This Annual Report on Form 10-K (Annual Report) contains statements that are forward-looking. We want to caution readers that any 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 may change based on various factors. These forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties and actual results could differ materially. Words such as "estimate," "target," "project," "plan," "believe," "expect," "anticipate," "intend" and similar expressions may identify such forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Factors which could cause future financial performance to differ materially from the expectations as expressed in any forward-looking statement made by or on our behalf include, without limitation:

- declining physical mail volumes
- competitive factors, including pricing pressures, technological developments and introduction of new products and services by competitors
- our success in developing new products and services, including digital-based products and services, obtaining regulatory approval if required, and the market's acceptance of these new products and services
- our ability to successfully implement and transition to a new Enterprise Resource Planning (ERP) system in the United States without significant disruption to existing operations
- the success of our investment in rebranding the company to build market awareness and create new demand for our businesses
- changes in postal or banking regulations
- macroeconomic factors, including global and regional business conditions that adversely impact customer demand, access to capital markets at reasonable costs, changes in interest rates, foreign currency exchange rates and fuel prices
- the continued availability and security of key information systems and the cost to comply with information security requirements and privacy laws
- third-party suppliers' ability to provide product components, assemblies or inventories
- our success at managing the relationships with our outsource providers, including the costs of outsourcing functions and operations not central to our business
- the loss of some of our larger clients in the Global Ecommerce segment
- integrating newly acquired businesses including operations and product and service offerings
- intellectual property infringement claims
- our success at managing customer credit risk
- significant changes in pension, health care and retiree medical costs
- income tax adjustments or other regulatory levies for prior audit years and changes in tax laws, rulings or regulations
- a disruption of our businesses due to changes in international or national political conditions, including the use of the mail for transmitting harmful biological agents or other terrorist attacks
- acts of nature

Other risks that may also adversely impact us are more fully described under Item 1A. "Risk Factors" in this Annual Report.

ITEM 1. BUSINESS

General

Pitney Bowes Inc. (we, us, our, or the company), was incorporated in the state of Delaware in 1920. We are a global technology company offering innovative products and solutions that help our clients navigate the complex world of commerce. We offer customer information management, location intelligence and customer engagement products and solutions to help our clients market to their customers, and shipping and mailing, and cross border ecommerce products and solutions that enable the sending of parcels and packages across the globe. More than 1.5 million clients around the world rely on our products, solutions and services. For more information about us, our products, services and solutions, visit www.pb.com.

Our Strategy and Business Segments

Our business is organized around three distinct sets of solutions -- Small and Medium Business Solutions (SMB), Enterprise Business Solutions and Digital Commerce Solutions (DCS).

Small and Medium Business Solutions

We are a global leader in providing a full range of equipment, software, supplies and services that enable our clients to efficiently create physical and digital mail and evidence postage for the sending of mail, flats and parcels. We segment the SMB Solutions group between our North America operations, comprising the U.S. and Canadian businesses, and our International operations, comprising all other SMB businesses globally. We are a leading provider of mailing systems globally with about 900,000 meters installed in our North America operations and over 300,000 meters installed elsewhere. This business is characterized by a high level of recurring revenue driven by rental, lease and loan arrangements, contract support services and supplies sales.

Enterprise Business Solutions

Our Enterprise Business Solutions group includes equipment and services that enable large enterprises to process inbound and outbound mail. The Enterprise Business Solutions group includes our Production Mail operations and Presort Services operations.

Production Mail

Our product and service offerings enable clients to integrate all areas of print and mail into an end-to-end production environment from message creation to dispatch while realizing cost savings on postage. The core products within this segment include high-speed, high-volume inserting equipment, customized sortation products for mail and parcels and high-speed digital color printing systems that create high-value, relevant and timely communications targeted to our clients' customers. Beginning in 2016, we will offer new services and technical innovations including cloud connectivity for machines.

Presort Services

We are a national outsource provider of mail presort services for first-class, standard-class and flat mail in the U.S. and a workshare partner of the United States Postal Service (USPS). Our Presort Services network and fully-customized proprietary technology provides our clients with end-to-end solutions from pick up at their location to delivery into the postal system network. We process approximately 15 billion pieces of mail annually and are able to expedite mail delivery and optimize postage savings for our clients.

Digital Commerce Solutions

Within the Digital Commerce Solutions group, we provide a broad range of solutions, including customer information management, location intelligence and customer engagement software and shipping management and cross border ecommerce solutions for businesses of all sizes. These solutions are primarily delivered as traditional software licenses, enterprise platforms, software-as-a-service (SaaS) and on-demand applications. Our Digital Commerce Solutions group includes Software Solutions and Global Ecommerce.

Software Solutions

Customer information management solutions help businesses harness and deliver a deep and broad understanding of their customers and their context, such as location, relationships, propensity, sentiment and influence. The trusted data and associated insights allow our clients to deliver a personalized customer experience across multiple channels, manage risk and compliance, and improve sales, marketing and service effectiveness. We are one of the market leaders in the data quality segment. Large corporations and government agencies rely on our products in complex, high-volume, transactional environments to support their business processes.

Location intelligence solutions enable our clients to organize and understand the complex relationships between location, geographic and other forms of data to drive business decisions and customer experiences. Our location intelligence solutions use predictive analytics, location, geographic and socio-demographic characteristics, which enable our clients to harness the power of location to better serve their customers, solve business problems, deliver location-based services and ultimately drive business growth.

Customer engagement solutions provide clients with insight and understanding into customer behavior and interactions across the entire customer lifecycle, enabling them to orchestrate impactful, relevant and timely physical and digital interactions. When coupled with our inserting, sortation and digital print products, we are able to provide clients an all-inclusive solution that enables them to create, print and distribute wide-spread targeted customer communications. Our customer engagement solutions enable our clients to create connected experiences that positively influence future consumer behavior and generate business growth.

Global Ecommerce

Global Ecommerce includes our cross-border ecommerce solutions and shipping management solutions. Our cross-border ecommerce technology and services platforms enable retailers to transact with consumers globally. With our proprietary technology, we are able to manage all aspects of the international shopping and shipping experience, including multi-currency pricing, payment processing, fraud management, calculation of fully landed costs by quoting duty, taxes and shipping at checkout, compliance with product restrictions, export complexities and documentation requirements for customs clearance and brokerage and global logistics services. Our cross-border ecommerce software platforms are currently utilized by over 250 direct merchants as well as a major online marketplace enabling millions of parcels to be shipped to over 200 countries and territories worldwide. In 2015, we expanded our cross-border ecommerce capabilities through the acquisition of Borderfree, Inc. See Note 3 to the Consolidated Financial Statements.

Shipping management solutions enable clients to reduce transportation and logistics costs, select the best carrier based on need and cost, improve delivery times and track packages in real-time. We also offer scalable global logistics management systems that can be integrated into mail centers for the office and retail markets, as well as desktop and production shipping environments.

See Item 7, "Management Discussion and Analysis of Financial Condition and Results of Operations" and Note 2 to the Consolidated Financial Statements for additional segment and geographic information.

Client Service

We have a client care service organization that provides telephone, online and on-site support to diagnose and repair our increasingly complex mailing equipment, production printers and sophisticated software solutions. Most of our support services are provided under annual contracts.

Sales and Marketing

We market our products and services through a direct and inside sales force, direct mailings, telemarketing, independent dealers and distributors and web channels. We sell to a variety of business, governmental, institutional and other organizations, and in our Ecommerce business only, we also sell to consumers as well as a variety of businesses. We have a broad base of clients and are not dependent upon any one client or type of client for a significant part of our total revenue.

In 2014, we began a phased roll-out in our SMB Solutions operations of a strategy designed to provide clients broader access to products and services, improve the sales process and reduce costs by shifting more of our client coverage from field sales to inside sales. During 2015, we successfully rolled out this strategy worldwide and in 2016, we will begin shifting more client coverage activity to web channels.

We have made, and are continuing to make, significant investments in the rebranding of the company. These investments include marketing and advertising spending designed to build market awareness and client demand for our products and services, and enhance our operational and go-to-market changes, including how we sell to and service clients.

Competition

All of our businesses face competition from a number of companies. Our competitors range from large, multinational companies that compete against many of our businesses to smaller, more narrowly focused regional and local firms. We compete on the basis of technology and innovation; breadth of product offerings; our ability to design and tailor solutions to specific client needs; performance; client service and support; price; quality and brand.

We must continue to invest in our current technologies, products and solutions, and in the development of new technologies, products and solutions in order to maintain and improve our competitive position. We will encounter new competitors as we transition to higher value markets and offerings and enter new markets.

A summary of the competitive environment for each of our business segments is as follows:

North America Mailing and International Mailing

We face significant competition from other mail equipment and software companies, companies that offer products and services as alternative means of message communications and non-traditional competitors that offer shipping and mailing products and services through online solutions. The principal competitive factors include the composition of offerings between software and hardware solutions, pricing, available financing and payment offerings, product reliability, support services, industry knowledge and expertise and attractiveness of alternative communication methods. Our competitive advantage includes our breadth of physical and web-based digital offerings, customer service and our extensive knowledge of the shipping and mailing industry.

Through our wholly owned subsidiary, The Pitney Bowes Bank (the Bank), we offer a revolving credit solution to our SMB clients in the United States that enables them to pay for postage, the rental of certain mailing equipment and purchase products, supplies and services. The Bank also provides an interest-bearing deposit solution to those clients in the United States who prefer to prepay postage. We also provide similar revolving credit solutions to our clients in Canada and the U.K but do not offer these through the Bank in overseas markets. Our financing operations face competition, in varying degrees, from large, diversified financial institutions, including leasing companies, commercial finance companies and commercial banks, as well as small, specialized firms. Not all our competitors are able to offer these financing and payment solutions to their customers and we believe these solutions differentiate us from our competitors and are a source of competitive advantage. The Bank is chartered as an Industrial Bank under the laws of the State of Utah, and regulated by the Federal Deposit Insurance Corporation (FDIC) and the Utah Department of Financial Institutions.

Production Mail

We face competition from other companies that offer large production printers, inserters or sorters. We also face competition from the fact that some companies choose to outsource although those outsource providers can also be our customers. Our competitive advantage lies in our ability to offer all of these products and services and integrate them into an end-to-end solution. The principal competitive factors include functionality, reliability, productivity, price and support.

Presort Services

We face competition from regional and local presort providers, service bureaus that offer presort solutions as part of a larger bundle of outsourcing services and large entities that have the capability to presort their own mailings in-house. The principal competitive factors include innovative service, delivery speed, industry expertise and economies of scale. Our competitive advantage includes our extensive network of presort facilities capable of processing significant volumes of mail and our innovative and proprietary technology that enables us to provide our clients with reliable and accurate services at maximum discounts.

Software Solutions

We operate in several highly competitive and rapidly evolving markets and face competition ranging from large global companies that offer a broad suite of solutions to smaller, more narrowly-focused companies that can design very targeted solutions. The principal competitive factors include reliability, functionality and ease of integration and use, scalability, innovation, support services and price. We compete based on the accuracy and processing speed of our solutions, particularly those used in our location intelligence solutions, the breadth and scalability of our products and solutions, our geocoding and reverse geocoding capabilities, and our ability to identify rapidly changing customer needs and develop technologies and solutions to meet these changing needs.

Global Ecommerce

The market for international ecommerce software and fulfillment services is highly fragmented, and includes competitors of various sizes, including companies with greater financial resources than us, some that specialize in point solutions or freight forwarding services, full-service ecommerce business process outsourcers and online marketplaces with international logistic support. In addition, major global delivery services companies are acquiring the technology to improve their cross border ecommerce shipping capabilities. The principal competitive factors include reliability, functionality and ease of integration and use, scalability, innovation, support services and price. We compete based on the accuracy, reliability and scalability of our platform, and our ability to provide our clients and their customers a one-stop full-service cross border ecommerce experience.

Financing Solutions

We offer a variety of finance and payment solutions to clients to finance their equipment and product purchases, rental and lease payments, postage replenishment and supplies purchases. We establish credit approval limits and procedures based on the credit quality of the client and the type of product or service provided to control risk in extending credit to clients. In addition, we utilize a systematic decision program for certain leases. This program is designed to facilitate low dollar transactions by utilizing historical payment patterns and losses realized for clients with common credit characteristics. The program defines the criteria under which we will accept a client without performing a more detailed credit investigation, such as maximum equipment cost, a client's time in business and payment experience.

We closely monitor the portfolio by analyzing industry sectors and delinquency trends by product line, industry and client to ensure reserve levels and credit policies reflect current trends. Management continues to closely monitor credit lines and collection resources and revise credit policies as necessary to be more selective in managing the portfolio.

Research, Development and Intellectual Property

We invest in research and development programs to develop new products and solutions, enhance the effectiveness and functionality of existing products and solutions and deliver high value technology, innovative software and differentiated services in high value segments of the market. As a result of our research and development efforts, we have been awarded a number of patents with respect to several of our existing and planned products. However, our businesses are not materially dependent on any one patent or license or group of related patents or licenses. Research and development expenditures were $110 million, in each of 2015, 2014 and 2013.

Material Suppliers

We depend on third-party suppliers for a variety of services, components, supplies and a large portion of our product manufacturing. In certain instances, we rely on single-sourced or limited-sourced suppliers around the world because the relationship is advantageous due to quality, price, or there are no alternative sources. We have not historically experienced shortages in services, components or products and believe that our available sources for materials, components, services and supplies are adequate.

Regulatory Matters

We are subject to the regulations of postal authorities worldwide related to product specifications and business practices involving our postage meters. We are further subject to the regulations of the State of Utah Department of Financial Institutions and the FDIC with respect to the operations of the Bank and certain company affiliates that provide services to the Bank. We are also subject to the regulations of transportation, customs and other trade authorities worldwide related to the cross-border shipment of equipment, materials and parcels. In addition, we are subject to regulations worldwide concerning data privacy and security for our businesses that use, process and store certain personal, confidential or proprietary data.

Employees and Employee Relations

At December 31, 2015, we have approximately 10,500 employees in North America and 4,300 employees internationally. We believe that our current relations with employees are good. Management keeps employees informed of decisions and encourages and implements employee suggestions whenever practicable.

Available Information

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments thereto filed with, or furnished to, the Securities and Exchange Commission (the SEC), are available, free of charge, through the Investor Relations section of our website at www.pb.com/investorrelations or from the SEC's website at www.sec.gov, as soon as reasonably practicable after these reports are electronically filed with, or furnished to, the SEC. The other information found on our website is not part of this or any other report we file with or furnish to the SEC.

You may also read and copy any document we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington, DC 20549 or request copies of these documents by writing to the Office of Public Reference. Call the SEC at (800) 732-0330 for further information on the operations of the Public Reference Room and copying charges.

Executive Officers of the Registrant

Our executive officers are as follows:

Name	Age	Title	Executive Officer Since
Marc B. Lautenbach	54	President and Chief Executive Officer	2012
Daniel J. Goldstein	54	Executive Vice President and Chief Legal Officer and Corporate Secretary	2010
Robert Guidotti	58	Executive Vice President and President, Software Solutions	2016
Abby F. Kohnstamm	62	Executive Vice President and Chief Marketing Officer	2013
Michael Monahan	55	Executive Vice President, Chief Operating Officer and Chief Financial Officer	2005
Roger J. Pilc	48	Executive Vice President and Chief Innovation Officer	2013
Mark L. Shearer	59	Executive Vice President and President, Pitney Bowes SMB Mailing Solutions	2013
Lila Snyder	43	Executive Vice President and President, Global Ecommerce	2016
Christoph Stehmann	53	Executive Vice President and President, Enterprise Solutions Group	2016
Johnna G. Torsone	65	Executive Vice President and Chief Human Resources Officer	1993
Mark F. Wright	58	Executive Vice President, Strategic Growth Initiatives	2013

There are no family relationships among the above officers. All of the officers have served in various executive positions with the company for at least the past five years except as described below:

Mr. Lautenbach was appointed President and Chief Executive Officer of the company in December 2012. Before joining Pitney Bowes, Mr. Lautenbach held numerous positions during his career at IBM, which he joined in 1985. His leadership roles at IBM included serving as Vice President Small and Medium Business in Asia Pacific from 1998-2000, General Manager of IBM Global Small and Medium Business from 2000-2005, General Manager of IBM North America from 2005-2010, and Managing Partner, North America, for IBM Global Business Services.

Mr. Guidotti was appointed Executive Vice President and President, Software Solutions in January 2016. Before joining Pitney Bowes, Mr. Guidotti has been in the software industry for over 20 years and held a series of executive positions at IBM including General Manager, Software Sales where he was responsible for sales, technical sales, and channels for the $23 billion Software portfolio worldwide.

Ms. Kohnstamm joined the company as Executive Vice President and Chief Marketing Officer in June 2013. Before joining Pitney Bowes, Ms. Kohnstamm served as President of Abby F. Kohnstamm & Associates, Inc., a marketing and consulting firm.

Mr. Pilc joined the company as Executive Vice President and Chief Innovation Officer in June 2013. Before joining Pitney Bowes, Mr. Pilc served as General Manager at CA Technologies, where he was responsible for the company's Industries, Solutions and Alliances unit.

Mr. Shearer joined the company as Executive Vice President and President, Pitney Bowes SMB Mailing Solutions in April 2013. Before joining Pitney Bowes, Mr. Shearer held numerous positions during his 30 year career at IBM, including general management, business and product strategy, and marketing. Before his retirement from IBM in 2010, he served as Vice President, Marketing and Strategy for IBM's hardware business.

Ms. Snyder was elected to the office of Executive Vice President by the board of directors in January 2016. She joined the company in November 2013 as President, Document Messaging Technologies (DMT) and became President, Global Ecommerce in June 2015. Prior to joining Pitney Bowes, Ms. Snyder was a Partner at McKinsey & Company, Inc. In her 15 years at McKinsey, she focused on serving clients in the technology, media and communications sectors and was the leader of McKinsey's Stamford office.

Mr. Wright joined the company as Executive Vice President and President, Pitney Bowes Software Solutions in April 2013. He was elected Executive Vice President and President, Pitney Bowes Digital Commerce Solutions in February 2014. In January 2016 he was elected Executive Vice President, Strategic Growth Initiatives. Before joining Pitney Bowes, Mr. Wright served as Executive Vice President, Enterprise Solutions Group for Infor Global Solutions.

ITEM 1A. RISK FACTORS

Our operations face certain risks that should be considered in evaluating our business. We manage and mitigate these risks on a proactive basis, including through the use of an enterprise risk management program. Nevertheless, the following risk factors, some of which may be beyond our control, could materially impact our business, financial condition, results of operations, brand and reputation, and may cause future results to be materially different than our current expectations. These risk factors are not intended to be all inclusive.

We are subject to postal regulations and processes, which could adversely affect our revenue and profitability.

A significant portion of our revenue and profitability is directly or indirectly subject to regulation and oversight by postal authorities worldwide. We depend on a healthy postal sector in the geographic markets where we do business, which could be influenced positively or negatively by legislative or regulatory changes in those countries. Our revenue and profitability in a particular country could be affected by adverse changes in postal regulations, the business processes and practices of individual posts, the decision of a post to enter into particular markets in direct competition with us and the impact of any of these changes on postal competitors that do not use our products or services. These changes could affect product specifications, service offerings, client behavior and the overall mailing industry.

If we are not able to respond to the continuing decline in the volume of physical mail delivered via traditional postal services, our results of operations and profitability could be adversely impacted.

Declining mail volumes has had an adverse impact on our revenues and profitability and is expected to continue to influence our revenue and profitability in the future. We continue to employ strategies for stabilizing the mailing business which include new product and service offerings, transitioning our current products and services to more digital offerings and providing our clients broader access to products and services through online and direct sales channels. There is no guarantee that these offerings will be widely accepted in the marketplace, and they will likely face competition from existing and emerging alternative products and services.

Further, an accelerated or sudden decline in physical mail volumes could have an adverse effect on our mailing business. An accelerated or sudden decline could result from, among other things, changes in our clients' communication behavior, changes in communication technologies or legislation or regulations that mandate electronic substitution, prohibit certain types of mailings, increase the difficulty of using information or materials in the mail, or impose higher taxes or fees on mailing or postal services.

If we are not successful at meeting the continuing challenges faced in our mailing business, or if physical mail volumes were to experience an accelerated or sudden decline, our financial results could be negatively impacted.

We may not realize the anticipated benefits from our implementation of a new Enterprise Resource Planning (ERP) system, and the transition to the new ERP system may not be uninterrupted or error-free.

We have made, and will continue to make, significant investments in the development and implementation of a new ERP system that is expected to provide operating cost savings through the elimination of redundant systems and strategic efficiencies through the use of a standardized, integrated system. In the fourth quarter of 2015, we completed the implementation of the ERP system for our Canadian operations and will begin implementing this system in the U.S. in 2016. If the implementation of the ERP system in the U.S. is not successful, or is delayed, the expected operating cost savings and strategic efficiencies may be delayed or may not be obtained or sustainable and may prevent us from introducing new products or services.

Further, the transition to the new ERP system will affect numerous systems necessary for the company's operation. If we fail to correctly implement one or more components of the ERP system, we could experience significant disruption to our operations. Such disruptions could include, among other things, temporary loss of data, inability to process certain orders, failure of systems to communicate with each other and the inability to track or reconcile key data.

If we are unable to protect our information technology systems against service interruptions, misappropriation of data, or breaches of security resulting from cyber-attacks or other events, or we encounter other unforeseen difficulties in the operation of our information technology systems, our operations could be disrupted, our reputation may be harmed and we could be subject to legal liability or regulatory enforcement action.

We rely on the continuous and uninterrupted performance of our information technology systems to support numerous business processes and activities, to support and service our clients, to support consumer transactions and to support postal services. Several of our businesses use, process and store proprietary information and sensitive or confidential data relating to our businesses, our clients, consumers and our employees. Privacy laws and similar regulations in many jurisdictions where we do business require that we take significant steps to safeguard such information, and such legal requirements continue to evolve. In today's environment there are numerous risks to cybersecurity and privacy, including individual and groups of criminal hackers, industrial espionage, employee errors and/or malfeasance and technological errors. These cyber threats are constantly evolving, thereby increasing the difficulty of detecting and successfully defending against them. We have security systems and procedures in place designed to ensure the continuous and uninterrupted performance of our information technology systems and protect against unauthorized access to such information. However, there is no guarantee that these security measures will prevent or detect the unauthorized access by experienced computer programmers, hackers or others. Successful breaches could, among other things, result in the unauthorized disclosure, theft and misuse of company, client, consumer and employee sensitive and confidential information, disrupt the performance of our information technology systems and deny services to our clients. Additionally, we could be exposed to potential liability, litigation, governmental inquiries, investigations or regulatory enforcement actions, our brand and reputation damaged, and we could be subject to the payment of fines or other penalties, legal claims by our clients and significant remediation costs.

Our systems are also subject to adverse acts of nature, computer viruses, vandalism, power loss, computer or communications failures and other unexpected events. We have business continuity and disaster recovery plans in place to protect our business operations in case of such events; however, there can be no guarantee that these plans will function as designed. If our information technology systems are damaged or cease to function properly, we could be prevented from fulfilling orders and servicing clients and postal services. Also, we may have to make a significant investment to repair or replace these systems, and could suffer loss of critical data and interruptions or delays in our operations.

We depend on third-party suppliers and outsource providers and our business could be adversely affected if we fail to manage these vendors effectively.

We depend on third-party suppliers and outsource providers for a variety of services, components and supplies, including a large portion of our product manufacturing, the hosting of our software-as-a-service offerings, as well as the logistics portion of our cross-border ecommerce business, and some non-core functions and operations. In certain instances, we rely on single-sourced or limited-sourced suppliers and outsourcing vendors around the world because doing so is advantageous due to quality, price or lack of alternative sources. If production or services were interrupted and we were not able to find alternate third-party suppliers, we could experience disruptions in manufacturing and operations including product shortages, higher freight costs and re-engineering costs. If outsourcing services were interrupted, not performed, or the performance was poor, our ability to process, record and report transactions with our clients, consumers and other constituents could be impacted. Such interruptions in the provision of supplies and/or services could impact our ability to meet client demand, damage our reputation and client relationships and adversely affect our revenue and profitability.

Capital market disruptions and credit rating downgrades could adversely affect our ability to provide competitive financing services to our clients and to fund various discretionary priorities.

Our financing activities include, among other things, providing competitive financing offerings to our clients and funding various discretionary priorities, such as business investments, strategic acquisitions, share repurchases and dividend payments. We fund these activities through a combination of cash generated from operations, deposits held in the Bank, commercial paper borrowings and long-term borrowings.

Our ability to fund these activities is dependent, in part, upon our ability to borrow and the cost of borrowing in U.S. capital markets. This ability and the cost, in turn, is dependent upon our credit ratings and is subject to capital market volatility. A credit ratings downgrade, an increase in the company's credit default swap spread, material capital market disruptions, significant withdrawals by depositors at the Bank, adverse changes to our industrial loan charter or a significant decline in cash flow could impact our ability to provide competitive finance offerings to our clients and fund other financing activities, which in turn, could adversely affect our revenue, profitability and financial condition.

The international nature of our Global Ecommerce segment subjects us to increased customs and regulatory risks from cross-border transactions, and fluctuations in foreign currency exchange rates. Further, the loss of any of our largest clients in our Global Ecommerce segment could have a material adverse effect on the segment.

International sales generated by our clients processing transactions through our platform are the primary source of both revenue and profit for the Global Ecommerce segment. Our Global Ecommerce segment is subject to significant trade regulations, taxes, and duties throughout the world. Any changes to these regulations could potentially impose increased documentation and delivery requirements, increase costs, delay delivery times, and subject us to additional liabilities, which could negatively impact our ability to compete in international markets and adversely impact our revenues and profitability.

The operating results of, and sales generated from, many of our clients' internationally focused websites running on our platform are exposed to foreign exchange rate fluctuations. Currently, our platforms are located in the United States and United Kingdom and a majority of consumers making purchases through these platforms are in a limited number of foreign countries. A strengthening of the U.S. Dollar or British Pound relative to currencies in the countries where we do the most business impacts our ability to compete internationally as the cost of similar international products improves relative to the cost of U.S. and U.K. retailers' products. A strong U.S. Dollar or British Pound would likely result in a decrease in international sales volumes, which would adversely affect the segment's revenue and profitability.

The Global Ecommerce segment is dependent on a relatively small number of significant clients and business partners for a large portion of its revenue. The loss of any of these larger clients or business partners, or a substantial reduction in their use of our products or services, could have a material adverse effect on the revenue and profitability of the segment. There can be no assurance that our larger clients and business partners will continue to utilize our products or services at current levels, or that we would be able to replace any of these clients or business partners with others who can generate revenue at current levels.

Our inability to obtain and protect our intellectual property and defend against claims of infringement by others may negatively impact our operating results.

Our business success depends in part upon protecting our intellectual property rights, including proprietary technology developed or obtained through acquisitions. We rely on copyrights, patents, trademarks and trade secrets and other intellectual property laws to establish and protect our proprietary rights. If we are unable to protect our intellectual property rights, our competitive position may suffer which could adversely affect our revenue and profitability.

From time to time, third-parties may claim that we, our clients, or our suppliers, have infringed their intellectual property rights. These claims, if successful, may require us to redesign affected products, enter into costly settlement or license agreements, pay damage awards, or face a temporary or permanent injunction prohibiting us from marketing or selling certain products.

If we fail to comply with government contracting regulations, our operating results, brand name and reputation could suffer.

We have a significant number of contracts with governmental entities. Government contracts are subject to extensive and complex procurement laws and regulations, along with regular audits and investigations by government agencies. If one or more government agencies discovers instances of contractual non-compliance in the course of an audit or investigation, we may be subject to various civil or criminal penalties and administrative sanctions, which could include the termination of the contract, reimbursement of payments received, fines and debarment from doing business with one or more governments. Any of these events could not only affect us financially, but also adversely affect our brand and reputation.

We may not realize the anticipated benefits of strategic acquisitions and divestitures, which may harm our financial results.

As we increase our focus towards providing more digital technology and software solutions while maintaining a leadership role in the mailing industry, we may make strategic acquisitions or divest certain businesses. These acquisitions and divestitures may involve significant risks and uncertainties, which could have an adverse effect on our operating results, including:

- difficulties in achieving anticipated benefits or synergies from acquisitions and divestitures;
- difficulties in integrating newly acquired businesses and operations, including combining product and service offerings and entering new markets, or reducing fixed costs previously associated with divested businesses;
- the loss of key employees or clients of businesses acquired or divested; and
- significant charges to earnings for employee severance and other restructuring costs, goodwill and asset impairments and legal, accounting and financial advisory fees.

Our investment in rebranding the company and enhancing marketing programs to build the market awareness necessary to create demand for our businesses may not result in increased revenue and could adversely affect our profitability.

Our new brand strategy and identity are important to the next phase of our global business transformation. Our phased roll-out of the new branding through an advertising campaign, which is now entering a new phase in its progress, is integrated into the way we sell and service clients, and acquire new clients, including sales collateral and the digital experience of getting information, service performance and transacting on our website. These factors are important to maintaining acceptance of our products and services by our existing clients and achieving increased acceptance with new clients. We expect increased spending in brand development and marketing promotion activities and if this increased spending does not result in increased revenue sufficient to offset these expenses, our profitability could be adversely affected.

Our operational costs could increase from changes in environmental regulations, or it could be subject to significant liabilities.

We are subject to various federal, state, local and foreign environmental protection laws and regulations around the world, including without limitation, those related to the manufacture, distribution, use, packaging, labeling, recycling or disposal of our products or the products of our clients for whom we perform services. Environmental rules concerning products and packaging can have a significant impact on the cost of operations or affect our ability to do business in certain countries. We are also subject to laws concerning use, discharge or disposal of materials. All of these laws are complex, change frequently and have tended to become more stringent over time. If we are found to have violated these laws, we could be fined, criminally charged, otherwise sanctioned by regulators, or we could be subject to liability and clean-up costs. These risk can apply to both current and legacy operations and sites. From time to time, we may be involved in litigation over these issues. The amount and timing of costs under environmental laws are difficult to predict and there can be no assurance that these costs will not have an adverse effect our financial condition, results of operations or cash flows.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We own or lease numerous facilities worldwide, which house general offices, including our corporate headquarters located in Stamford, Connecticut, sales offices, service locations, data centers and call centers. We conduct research and development, manufacturing and assembly, product management, information technology and many other activities at our Global Technology Center located in Danbury, Connecticut. Our other primary research and development facility is located in Noida, India. Management believes that our facilities are well maintained, are in good operating condition and are suitable and adequate for our current business needs.

ITEM 3. LEGAL PROCEEDINGS

In the ordinary course of business, we are routinely defendants in, or party to, a number of pending and threatened legal actions. These may involve litigation by or against us relating to, among other things, contractual rights under vendor, insurance or other contracts; intellectual property or patent rights; equipment, service, payment or other disputes with clients; or disputes with employees. Some of these actions may be brought as a purported class action on behalf of a purported class of employees, clients or others.

In December 2013, we received a Civil Investigative Demand (CID) from the Department of Justice (DOJ) pursuant to the False Claims Act requesting documents and information relating to compliance with certain postal regulatory requirements in our Presort Services business. We provided information to the DOJ in response to letter requests and the CID. On October 9, 2015, we reached a settlement with the DOJ without any admission of liability, for $7 million, net of recoveries.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR THE COMPANY'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded under the symbol "PBI" and is principally traded on the New York Stock Exchange (NYSE). At January 31, 2016, we had 17,989 common stockholders of record. The following table sets forth the high and low sales prices, as reported on the NYSE, and the cash dividends paid per share of common stock, for the periods indicated.

	Stock Price		
	High	Low	Dividend Per Share
2015			
First Quarter	$ 24.60	$ 21.15	$ 0.1875
Second Quarter	$ 23.93	$ 20.79	0.1875
Third Quarter	$ 21.64	$ 18.59	0.1875
Fourth Quarter	$ 21.76	$ 19.12	0.1875
			$ 0.75
2014			
First Quarter	$ 26.63	$ 21.01	$ 0.1875
Second Quarter	$ 28.23	$ 24.06	0.1875
Third Quarter	$ 28.37	$ 24.63	0.1875
Fourth Quarter	$ 25.68	$ 22.38	0.1875
			$ 0.75

Share Repurchases

We may periodically repurchase shares of our common stock to manage the dilution created by shares issued under employee stock plans and for other purposes. For the full year 2015, we repurchased 6,655,196 shares of our common stock at an average share price of $20.35. The following table provides information about our purchases of our common stock during the three months ended December 31, 2015:

	Number of shares purchased	Average price paid per share	Number of shares purchased as part of a publicly announced plan	Approximate dollar value of shares that may be purchased under the plan (in thousands) [1]
Beginning balance				$100,000
October 2015	—	—	—	$100,000
November 2015	—	—	—	$100,000
December 2015	1,744,600	$ 20.31	1,744,600	$64,567
	1,744,600	$ 20.31	1,744,600	

(1) In September 2015, we received authorization from our Board of Directors to repurchase $100 million of our common stock. The plan does not have an expiration date.

In February 2016, we received authorization from our Board of Directors to repurchase an additional $150 million of outstanding stock.

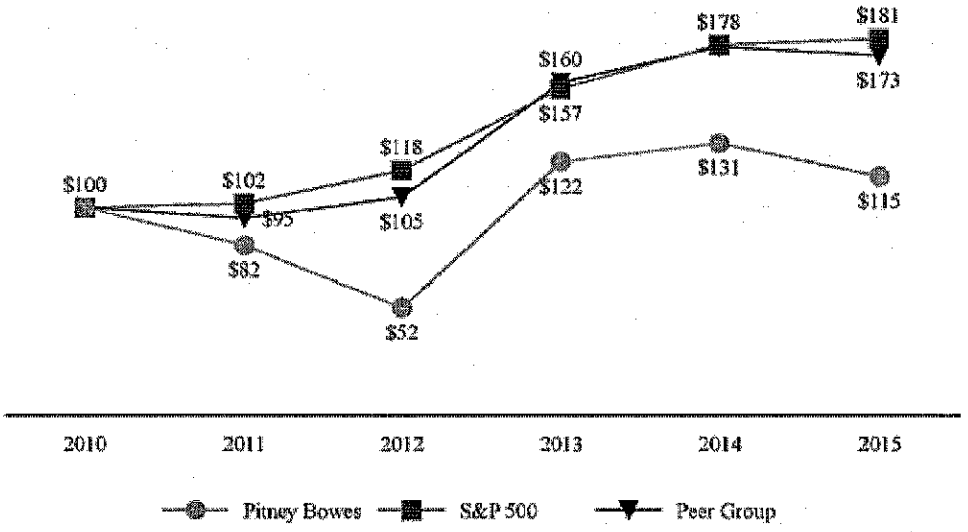
Stock Performance Graph

Our peer group is comprised of: Alliance Data Systems Corporation, Diebold, Incorporated, DST Systems Inc., EchoStar Corp., Fidelity National Information Services, Inc., Fiserv, Inc., Harris Corporation, Iron Mountain Inc., Lexmark International Inc., NCR Corp., Pitney Bowes Inc., R.R. Donnelley & Sons Company, Rockwell Automation Inc., Unisys Corporation, The Western Union Company and Xerox Corporation.

The accompanying graph shows the annual changes for the five-year period based on the assumption that $100 was invested in Pitney Bowes, the Standard and Poor's (S&P) 500 Composite Index and our peer group, and that all dividends were reinvested. On a total return basis, $100 invested in Pitney Bowes, the S&P 500 Composite Index and our peer group on December 31, 2010 would have been worth $115, $181, $173, respectively, on December 31, 2015.

All information is based upon data independently provided to us by Standard & Poor's Corporation and is derived from their official total return calculation. Total return for the S&P 500 Composite Index and each peer group is based on market capitalization, weighted for each year. The stock price performance is not necessarily indicative of future stock price performance.

Comparison of Cumulative Five Year Total Return to Shareholders



ITEM 6. SELECTED FINANCIAL DATA

The following table of selected financial data should be read in conjunction with the more detailed consolidated financial statements and related notes thereto included in Item 8 of this Form 10-K.

	Years Ended December 31,				
	2015	2014	2013	2012	2011
Total revenue	**$ 3,578,060**	$ 3,821,504	$ 3,791,335	$ 3,823,713	$ 4,030,669
Amounts attributable to common stockholders:					
Net income from continuing operations	**$ 402,672**	$ 300,006	$ 287,612	$ 379,107	$ 418,967
Income (loss) from discontinued operations	**5,271**	33,749	(144,777)	66,056	198,513
Net income - Pitney Bowes Inc.	**$ 407,943**	$ 333,755	$ 142,835	$ 445,163	$ 617,480
Basic earnings per share attributable to common stockholders [1]:					
Continuing operations	**$ 2.01**	$ 1.49	$ 1.43	$ 1.89	$ 2.07
Discontinued operations	**0.03**	0.17	(0.72)	0.33	0.98
Net income - Pitney Bowes Inc.	**$ 2.04**	$ 1.65	$ 0.71	$ 2.22	$ 3.06
Diluted earnings per share attributable to common stockholders [1]:					
Continuing operations	**$ 2.00**	$ 1.47	$ 1.42	$ 1.88	$ 2.07
Discontinued operations	**0.03**	0.17	(0.71)	0.33	0.98
Net income - Pitney Bowes Inc.	**$ 2.03**	$ 1.64	$ 0.70	$ 2.21	$ 3.05
Cash dividends paid per share of common stock	**$ 0.75**	$ 0.75	$ 0.9375	$ 1.50	$ 1.48
Balance sheet data:					
	December 31,				
	2015	2014	2013	2012	2011
Total assets	**$ 6,141,462**	$ 6,499,702	$ 6,777,436	$ 7,834,798	$ 8,162,622
Long-term debt	**$ 2,507,912**	$ 2,927,127	$ 3,346,295	$ 3,642,375	$ 3,683,909
Total debt	**$ 2,968,997**	$ 3,252,006	$ 3,346,295	$ 4,017,375	$ 4,233,909
Noncontrolling interests (Preferred stockholders' equity in subsidiaries)	**$ 296,370**	$ 296,370	$ 296,370	$ 296,370	$ 296,370

(1) The sum of earnings per share may not equal the totals due to rounding.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our consolidated financial statements and related notes. This discussion and analysis contains forward-looking statements based on management's current expectations, estimates and projections and involve risks and uncertainties. Our actual results may differ significantly from those currently expressed in our forward-looking statements as a result of various factors, including those factors described under "Forward-Looking Statements" and "Risk Factors" contained elsewhere in this Annual Report. All table amounts are presented in thousands of dollars, unless otherwise stated.

Overview

During 2015, we continued to execute on our strategic priorities to stabilize our mail business, drive operational excellence and grow our business through digital commerce. We expanded our marketing efforts to build awareness of our unique capabilities and refreshed our brand identity, completed our transition to a larger inside sales organization (part of our changes in our go-to-market strategy) in major markets, launched several new products and repositioned our portfolio through acquisitions and divestitures. We acquired a provider of cross-border ecommerce solutions through a proprietary technology and services platform that enables retailers to transact with consumers around the world, a provider of technology that enables clients to provide personalized interactive video communications to their customers, and expanded our presort sites. We also sold our marketing services business, Imagitas, and exited certain geographic markets as part of our initiative to simplify our geographic footprint. We also continued to reduce costs through our restructuring initiatives and worked to implement our new global enterprise resource planning (ERP) system, which was launched in Canada in the fourth quarter of 2015.

The U.S. dollar remained strong against other currencies throughout the year, which adversely affected our reported revenues and profitability, both from a translation perspective as well as a competitive perspective, as the cost of our international competitors' products and solutions improved relative to products and solutions manufactured or sold from the U.S. The current strength of the dollar relative to other currencies also affected demand for U.S. goods sold to consumers in other countries through our global ecommerce operations.

In the second quarter, we acquired Borderfree and sold Imagitas. As a result we realigned our segment reporting. Our business continues to be organized around three distinct sets of solutions - Small and Medium Business (SMB) Solutions, Enterprise Business Solutions and Digital Commerce Solutions (DCS). There were no changes to SMB Solutions or Enterprise Business Solutions. Within DCS, we now report Software Solutions and Global Ecommerce as reportable segments. Imagitas, previously included in DCS, is now reported in Other.

Revenue for 2015 decreased 6% to $3,578 million compared to $3,822 million in 2014. Revenue was negatively impacted by 3% due to foreign currency translation, 2% from the sale of Imagitas and 1% from the exit of non-core product lines in Norway and the transition in certain European countries to a dealer network in the third quarter of 2014 (Divested Businesses). Revenue benefited by 2% from the acquisition of Borderfree.

On a reported basis, equipment sales declined 10%, support services declined 11%, software declined 10%, rentals revenue declined 9%, financing declined 5% and supplies declined 4%. Partially offsetting these declines, was revenue growth in business services of 3%.

Excluding the impacts of foreign currency, equipment sales declined 5%, primarily due to continued weakness in our international markets reflecting difficult economic circumstances and productivity disruptions caused by the implementation of our go-to-market strategy primarily in France. Support services revenue declined 7% and rentals revenue declined 6% due to fewer mailing machines in service and a shift by customers to lower cost, less featured mailing machines. Support services revenue was also impacted by lower maintenance contracts on production mail equipment as some in-house mailers moved their mail processing to third-party service bureaus who service some of their own equipment. Software revenue declined 5% primarily due to the inclusion of significant North America licensing deals in 2014. These declines were partially offset by revenue growth in business services of 3% primarily due to the acquisition of Borderfree and higher volumes of mail processed in presort services.

Looking at our operating segments, SMB Solutions revenue declined 9% primarily due to the unfavorable impact from foreign currency translation of 4%, the continuing decline in installed meters and shift by clients to lower cost, less fully featured machines and declines in our international mailing operations due to difficult economic circumstances and productivity disruptions. Enterprise Business Solutions revenue decreased 3%, primarily due to the unfavorable impact from currency translation of 3% and lower service revenue in Production Mail, partially offset by increased volumes in Presort Services. DCS revenue increased 5% primarily due to the acquisition of Borderfree and higher volume of packages shipped from our U.K. outbound cross-border service facility, which began in the fourth quarter of 2014, partially offset by lower software licensing revenue due to the inclusion of significant large licensing deals in 2014.

Net income from continuing operations and earnings per diluted share for the year were $403 million and $2.00, respectively, compared to $300 million and $1.47, respectively, in 2014. The increase was primarily due to improving gross margins and lower selling, general and administrative expenses due in part to the benefits of our restructuring actions, changes in our go-to-market strategy and other productivity initiatives. A 5% increase in the effective tax rate partially offset these benefits.

We generated cash flow from operations of $515 million, received proceeds of $292 million from the sale of Imagitas and $52 million from the sale of our former corporate headquarters building and other assets, and issued $90 million of commercial paper. We used cash of $394 million to acquire businesses, $365 million to reduce debt, $166 million to fund capital investments, $168 million to pay dividends to our stockholders and noncontrolling interests and $132 million to repurchase our common stock. At December 31, 2015, cash and cash equivalents was $651 million.

Outlook

Our growth initiatives continue to focus on leveraging our expertise in physical and digital communications, hybrid communications and the development of products, software, services and solutions that help our clients connect with customers to power commerce and grow their businesses.

In 2016, we will continue to invest in the implementation of our ERP system in the United States and launch a new advertising campaign. We anticipate the continued benefits from our restructuring actions, synergies from acquisitions, the benefits of the go-to-market strategy in major markets and expected benefits from the implementation of the new ERP system should mostly offset these incremental costs.

In February 2016, we received additional authorization to repurchase an additional $150 million of our common stock and expect to repurchase up to $215 million of our common stock during 2016.

During 2015, we experienced a considerable strengthening of the U.S. dollar. A continuing strong U.S. dollar could adversely affect our reported revenues and profitability, both from a translation perspective and as a competitive perspective, as the cost of international competitors' products and solutions improves relative to products and solutions sold from the U.S. A strengthening dollar could also continue to affect demand for U.S. goods sold to consumers in other countries through our global ecommerce operations.

Within SMB Solutions, the introduction of new solutions and services is being well-received in the marketplace and we anticipate further stabilization in revenue through further product upgrades and launches in 2016. Internationally, the implementation of our go-to-market strategy is now complete in our major markets and as a result we expect stabilizing trends in those markets. We will also focus on the transition and training of a new sales organization, which is expected to improve productivity.

Within Enterprise Business Solutions, we expect continued revenue and profitability growth in Presort Services due to client expansion and higher processed mail volumes; however, we anticipate that Production Mail revenue growth will continue to be challenged by the uncertain macroeconomic environment in Europe and declining services revenue.

Within DCS, we anticipate increased demand in Software Solutions due to new industry-specific solutions, expansion of our partner channel and improved sales efficiencies, and revenue growth in Global Ecommerce from our retail business and continued demand for our shipping solutions driven by new client acquisitions and expanded services provided to existing clients should further enhance our performance. In January 2016, we acquired a cloud-based, software-as-a-service enterprise retail and fulfillment solutions company.

RESULTS OF OPERATIONS

Revenue by source and the related cost of revenue are shown in the following tables:

	Revenue				
	Years Ended December 31,			% change	
	2015	2014	2013	2015	2014
Equipment sales	$ 695	$ 770	$ 868	(10)%	(11)%
Supplies	288	300	286	(4)%	5 %
Software	386	430	398	(10)%	8 %
Rentals	442	485	512	(9)%	(5)%
Financing	410	433	449	(5)%	(4)%
Support services	555	625	647	(11)%	(3)%
Business services	802	779	631	3 %	23 %
Total revenue	$ 3,578	$ 3,822	$ 3,791	(6)%	1 %

	Cost of Revenue					
	Years Ended December 31,					
	2015		2014		2013	
	$	% of revenue	$	% of revenue	$	% of revenue
Cost of equipment sales	$ 331	47.6%	$ 366	47.5%	$ 423	48.7%
Cost of supplies	89	30.8%	94	31.2%	89	31.3%
Cost of software	114	29.4%	124	28.8%	111	27.8%
Cost of rentals	84	19.1%	97	20.1%	100	19.6%
Financing interest expense	72	17.5%	78	18.1%	78	17.3%
Cost of support services	323	58.2%	377	60.3%	400	61.9%
Cost of business services	546	68.1%	545	70.0%	450	71.3%
Total cost of revenue	$ 1,559	43.6%	$ 1,681	44.0%	$ 1,651	43.5%

Equipment sales

Equipment sales decreased 10% in 2015 compared to 2014. Foreign currency translation adversely affected equipment sales by 5%. Excluding the impact of foreign currency, equipment sales declined 3% in international markets primarily due to difficult economic circumstances and productivity disruptions caused by the implementation of our go-to-market strategy in Europe and lower sales of production mail equipment worldwide. Sales in North America declined 1% due to the continuing trend of clients to extend existing leases rather than purchase new equipment. Cost of equipment sales as a percentage of equipment sales revenue of 47.6% was comparable to the prior year.

Equipment sales decreased 11% in 2014 compared to 2013. Approximately half of this decrease came from lower sales of production mail inserters and high-speed printers due to significant installations of this equipment in 2013 and half came from lower sales in our SMB group due to a temporary distraction from the transition to an inside sales organization and reassignment of accounts and resources in North America, the impact of Divested Businesses and lower sales in France. Cost of equipment sales as a percentage of equipment sales revenue decreased to 47.5% compared to 48.7% in the prior year primarily due to the decline in sales of production printers, which have a lower margin relative to other products.

Supplies

Supplies revenue decreased 4% in 2015 compared to 2014. Foreign currency translation adversely impacted supplies revenue by 6%. Excluding the impact of foreign currency, supplies revenue increased 2% due to productivity improvements and pricing actions in our North America mailing business and higher sales of supplies for production printers. Cost of supplies as a percentage of supplies revenue improved to 30.8% in 2015 compared to 31.2% in 2014 primarily due to a greater mix of higher margin core supplies.

Supplies revenue increased 5% in 2014 compared to 2013. Targeted outreach to customers and pricing actions contributed to a 3% increase and the remaining 2% was due to the growing base of production print equipment. Cost of supplies as a percentage of supplies revenue was virtually unchanged at 31.2% in 2014 compared to 31.3% in 2013.

Software

Software revenue decreased 10% in 2015 compared to 2014. Foreign currency translation adversely impacted software revenue by 5%. Software revenue in 2015 compared to 2014 was also impacted by 4% due to more significant licensing deals in 2014 compared to 2015. Excluding the impact of foreign currency and the significant licensing deals in 2014, software revenue declined 1%, primarily due to declines in maintenance, data and services revenue. Cost of software as a percentage of software revenue increased to 29.4% in 2015 compared to 28.8% in 2014 primarily due to the decline in high-margin licensing revenue.

Software revenue increased 8% in 2014 compared to 2013, primarily due to a 33% increase in worldwide licensing revenue from our software solutions products, particularly enterprise location intelligence. Cost of software as a percentage of software revenue increased to 28.8% compared to 27.8% in the prior year primarily due to investments in the specialization of the software sales channel and higher production costs.

Rentals

Rentals revenue decreased 9% in 2015 compared to 2014. Foreign currency translation adversely impacted rentals revenue by 3%. Excluding the impact of foreign currency, rentals revenue declined 6% primarily due to the continuing decline in the number of installed meters and shift by clients to less-featured, lower cost machines. Cost of rentals as a percentage of rentals revenue improved to 19.1% in 2015 compared to 20.1% in 2014 primarily due to lower depreciation.

Rentals revenue decreased 5% in 2014 compared to 2013. Rentals revenue declined 4% due to a reduction in the number of installed meters and clients downgrading to lower cost, less functional machines and 1% due to lower rentals revenue in France. Cost of rentals as a percentage of rentals revenue increased to 20.1% compared to 19.6% in the prior year primarily due to a higher proportion of fixed costs as a percentage of revenue.

Financing

Financing revenue decreased 5% in 2015 compared to 2014. Foreign currency translation accounted for 3% of the decrease and lower equipment sales in prior periods and a declining lease portfolio accounted for the remaining decrease. Financing revenue decreased 4% in 2014 compared to 2013 as a result of declining equipment sales in prior years.

We allocate a portion of our total cost of borrowing to financing interest expense. In computing financing interest expense, we assume a 10:1 debt to equity leverage ratio and apply our overall effective interest rate to the average outstanding finance receivables. Due to declining equipment sales in prior periods, average outstanding finance receivables declined. As a result, financing interest expense declined 9% in 2015 compared to 2014. Financing interest expense as a percentage of financing revenue improved to 17.5% in 2015 compared to 18.1% in 2014. Financing interest expense as a percentage of financing revenue increased in 2014 as compared to 2013 due to an increase in our overall effective interest rate.

Support Services

Support services revenue decreased 11% in 2015 compared to 2014, primarily due to 5% from foreign currency translation and 2% from Divested Businesses. Support services revenue was also impacted by lower maintenance contracts on production mail equipment as some in-house mailers moved their mail processing to third-party service bureaus who service some of their own equipment. Cost of support services as a percentage of support services revenue decreased to 58.2% in 2015 compared to 60.3% in 2014 primarily due to expense reductions and productivity initiatives.

Support services revenue decreased 3% in 2014 compared to 2013 primarily due to declines in our mailing business due to fewer installed mailing machines in North America and the impact of Divested Businesses. Cost of support services as a percentage of support services revenue improved to 60.3% in 2014 compared to 61.9% in 2013 primarily due to continued focus on expense reductions and productivity initiatives.

Business Services

Business services revenue increased 3% in 2015 compared to 2014. Business services revenue for 2015 was impacted by the sale of Imagitas in May 2015 and the acquisition of Borderfree in June 2015. Excluding the impacts of these transactions, business services revenue increased 5% in 2015 compared to 2014. Higher volumes of mail processed in Presort Services increased business services revenue 2% and additional volumes of packages shipped from our U.K. outbound cross-border service facility increased business services revenue 4%. Cost of business services as a percentage of business services revenue improved to 68.1% in 2015 and compared to 70.0% in 2014, primarily due to operational efficiencies in Presort Services and higher revenue.

Business services revenue increased 23% in 2014 compared to 2013. Higher volumes in our global ecommerce solutions contributed to

a 17% increase, higher volumes of first-class mail processed and improved operational efficiencies in our Presort Services business contributed to a 4% increase and higher marketing services fees due to new clients contributed to a 2% increase. Cost of business services as a percentage of business services revenue improved to 70.0% in 2014 compared to 71.3% in 2013 as margin improvement in our presort operations and marketing services more than offset our continuing investment in our global ecommerce solutions.

Selling, general and administrative (SG&A)

SG&A expense decreased 7% in 2015 compared to 2014 despite expenses of $13 million associated with implementation of our ERP system, a one-time compensation charge of $10 million for the accelerated vesting and settlement of Borderfree stock-based compensation awards, additional amortization expense of $9 million related to the acquisition of Borderfree and costs of $5 million related to the exit of certain geographic markets during the fourth quarter of 2015. The overall decrease in SG&A expense is primarily due to our focus on operational excellence and the benefits of productivity and cost-cutting initiatives. Foreign currency translation also reduced SG&A expenses by 4% in 2015.

SG&A expense decreased 3% in 2014 compared to 2013 primarily due to the benefits of our restructuring actions and productivity initiatives and lower depreciation expense. These benefits were partially offset by expenses of $36 million incurred in connection with expanded branding and marketing programs and the planned implementation of an ERP system.

Restructuring charges and asset impairments, net

Restructuring charges and asset impairments of $26 million in 2015 consists of a restructuring charge of $21 million and a loss of $5 million on the sale of the corporate headquarters building. See Note 12 to the Consolidated Financial Statements for further details.

Other (income) expense, net

Other income, net for 2015 includes the gain on the sale of Imagitas of $112 million, transaction costs of $10 million incurred in connection with the acquisitions of Borderfree and RTC (see Note 3 to the Consolidated Financial Statements) and a charge of $7 million associated with the settlement of a legal matter (see Note 17 to the Consolidated Financial Statements).

Other expense, net for 2014 includes costs of $62 million incurred in connection with the early redemption of debt offset by $16 million recognized in connection with the divestiture of a partnership investment.

Other expense, net for 2013 includes costs associated with the early redemption of debt.

Income taxes

See Note 15 to the Consolidated Financial Statements.

Discontinued operations

See Note 4 to the Consolidated Financial Statements.

Preferred stock dividends of subsidiaries attributable to noncontrolling interests

See Note 16 to the Consolidated Financial Statements.

Business Segments

The principal products and services of each of our reportable segments are as follows:

Small & Medium Business Solutions:

North America Mailing: Includes the revenue and related expenses from the sale, rental, financing and servicing of mailing equipment, software and supplies for small and medium businesses to efficiently create physical and digital mail and evidence postage for the sending of mail, flats and parcels in the U.S. and Canada.

International Mailing: Includes the revenue and related expenses from the sale, rental, financing and servicing of mailing equipment, software and supplies for small and medium businesses to efficiently create physical and digital mail and evidence postage for the sending of mail, flats and parcels in areas outside the U.S. and Canada.

Enterprise Business Solutions:

Production Mail: Includes the worldwide revenue and related expenses from the sale of production mail inserting and sortation equipment, high-speed production print systems, supplies and related support services to large enterprise clients to process inbound and outbound mail.

Presort Services: Includes revenue and related expenses from presort mail services for our large enterprise clients to qualify large mail volumes for postal worksharing discounts.

Digital Commerce Solutions:

Software Solutions: Includes the worldwide revenue and related expenses from the sale of non-equipment-based mailing, customer information engagement, location intelligence and customer engagement solutions and related support services.

Global Ecommerce: Includes the worldwide revenue and related expenses from cross-border ecommerce and shipping solutions.

We determine segment EBIT by deducting the related costs and expenses attributable to the segment from segment revenue. Segment EBIT excludes interest, taxes, general corporate expenses, restructuring charges and other items, which are not allocated to a particular business segment. Management uses segment EBIT to measure profitability and performance at the segment level. Management believes segment EBIT provides a useful measure of our operating performance and underlying trends of the businesses. Segment EBIT may not be indicative of our overall consolidated performance and therefore, should be read in conjunction with our consolidated results of operations. See Note 2 to the Consolidated Financial Statements for a reconciliation of segment EBIT to income from continuing operations before income taxes.

Revenue and EBIT by business segment are presented in the tables below.

	Revenue				
	Years Ended December 31,			% change	
	2015	2014	2013	**2015**	2014
North America Mailing	**$ 1,435**	$ 1,492	$ 1,555	**(4)%**	(4)%
International Mailing	**445**	572	603	**(22)%**	(5)%
Small & Medium Business Solutions	**1,880**	2,064	2,158	**(9)%**	(4)%
Production Mail	**421**	462	512	**(9)%**	(10)%
Presort Services	**474**	457	430	**4 %**	6 %
Enterprise Business Solutions	**895**	919	942	**(3)%**	(2)%
Software Solutions	**386**	429	395	**(10)%**	9 %
Global Ecommerce	**362**	282	170	**29 %**	66 %
Digital Commerce Solutions	**748**	711	565	**5 %**	26 %
Other	**55**	128	126	**(57)%**	1 %
Total	**$ 3,578**	$ 3,822	$ 3,791	**(6)%**	1 %

	EBIT				
	Years Ended December 31,			% change	
	2015	2014	2013	2015	2014
North America Mailing	$ 647	$ 642	$ 641	1 %	— %
International Mailing	51	89	72	(42)%	24 %
Small & Medium Business Solutions	698	731	712	(5)%	3 %
Production Mail	48	48	55	1 %	(14)%
Presort Services	105	98	83	7 %	18 %
Enterprise Business Solutions	153	146	138	5 %	5 %
Software Solutions	49	51	48	(5)%	7 %
Global Ecommerce	19	17	1	16 %	>100%
Digital Commerce Solutions	68	68	49	— %	39 %
Other	10	19	6	(45)%	229 %
Total	$ 929	$ 964	$ 905	(4)%	6 %

Small & Medium Business Solutions

North America Mailing

North America Mailing revenue decreased 4% in 2015 compared to 2014. Foreign currency translation had a 1% unfavorable impact on revenue. Excluding the impact of foreign currency, rentals revenue and support services revenue decreased 5% and 7%, respectively, due to the continuing decline in installed meters and shift by clients to lower cost, less fully featured machines. Equipment sales decreased 3% primarily due to the decline in the first half of the year caused by declining mail volumes and the continuing trend of clients to extend existing leases rather than purchasing new equipment. Partially offsetting these declines was a 3% increase in supplies sales due to productivity improvements and pricing actions. Despite the decline in revenue, EBIT increased 1% primarily due to the benefits of productivity improvements and cost reduction initiatives and a favorable product mix.

North America Mailing revenue decreased 4% in 2014 compared to 2013. This decrease was due to lower rentals revenue and support services revenue due to a decline in the number of installed meters in service and lower equipment sales primarily due to a temporary distraction due to the transition to an inside sales organization and reassignment of accounts and resources. Financing revenue also declined due to lower equipment sales in current and prior years, but was offset by higher supply sales due to sales efficiencies and favorable pricing. Despite the decline in revenue, EBIT remained relatively flat due to cost savings from the transition to an inside sales organization and other ongoing productivity initiatives and cost reductions.

International Mailing

International Mailing revenue decreased 22% in 2015 as compared to 2014. Revenue was unfavorably impacted by 12% from foreign currency translation and 3% from Divested Businesses. Excluding the impacts of foreign currency and Divested Businesses, revenue decreased 7%. International Mailing results have been adversely impacted throughout the year by difficult economic circumstances in many of our international markets and productivity disruptions caused by the implementation of our go-to-market strategy in certain European markets, particularly in France. EBIT decreased 42% in 2015 as compared to 2014, primarily due to the decline in revenue and reduced margins due to productivity disruptions and incremental costs of transitioning the sales organization in France. Foreign currency translation unfavorably impacted EBIT by 10% in 2015.

International Mailing revenue decreased 5% in 2014 compared to 2013 primarily due to the impact of Divested Businesses and lower equipment sales and rentals in France. EBIT increased 24% in 2014 compared to 2013 primarily due to productivity and cost reduction initiatives and savings from the transition to an inside sales organization in certain European markets.

Enterprise Business Solutions

Production Mail

Production Mail revenue decreased 9% in 2015 compared to 2014. Revenue was unfavorably impacted by 5% from foreign currency translation and by less than 1% from Divested Businesses. Excluding the impacts of foreign currency and Divested Businesses, production mail revenue decreased 3% primarily due to declines in support services revenue of 5% as some in-house mailers moved their mail processing to third-party service bureaus who service some of their own equipment. Equipment sales decreased 1% compared to the prior year as lower sales in Europe and Asia-Pacific were mostly offset by higher sales in the United States. Despite the decline in revenue, EBIT increased 1% in 2015 compared to 2014 primarily due to a higher margin product mix and ongoing cost reduction initiatives.

Production Mail revenue decreased 10% in 2014 compared to 2013 primarily due to a 19% decline in equipment sales due to significant installations of production mail inserters and high-speed printers to certain enterprise customers in 2013. Support services revenue also declined but was more than offset by higher supplies revenue due to the growing base of production printers. EBIT decreased 14% in 2014 compared to 2013 primarily due to the decline in revenue.

Presort Services

Presort Services revenue increased 4% in 2015 compared to 2014 primarily due to a 6% increase in the volume of mail processed. EBIT increased 7% in 2015 compared to 2014 primarily due to the increase in revenue and lower transportation costs.

Presort Services revenue increased 6% in 2014 compared to 2013 primarily due to a 2% increase in the volume of first-class mail processed and improved operational efficiencies. EBIT increased 18% in 2014 compared to 2013 primarily due to the increase in revenue and improved operational efficiencies.

Digital Commerce Solutions

Software

Software Solutions revenue decreased 10% in 2015 compared to 2014. Foreign currency translation unfavorably impacted revenue by 5%. Software revenue in 2015 compared to 2014 was also impacted by 4% due to more significant licensing deals in 2014 as compared to 2015. Excluding the impact of foreign currency and significant licensing deals in 2014, software revenue declined 1%, primarily due to declines in maintenance, data and services revenue. EBIT decreased 5% primarily as a result of lower high-margin licensing revenue.

Software Solutions revenue increased 9% in 2014 compared to 2013, primarily due to a higher worldwide licensing revenue from our software solutions products, particularly enterprise location intelligence. Licensing revenue increased 36% in North America and 29% internationally, primarily due to product enhancements and investments in the specialization of the software sales channel. EBIT increased 7% primarily due to the increase in revenue.

Global Ecommerce

Global Ecommerce revenue increased 29% in 2015 compared to 2014 primarily due to the acquisition of Borderfree and higher volumes of packages shipped from our U.K. outbound cross-border service facility, which began in the fourth quarter of 2014. Volumes of packages shipped from our U.S. outbound cross-border service facility were lower than the prior year and continue to be pressured by a strong U.S. dollar. EBIT increased 16% in 2015 compared to 2014 as synergy savings from the Borderfree acquisition and recognition of $6 million of deferred cross-border delivery fees were more than offset by the incremental costs related to the Borderfree acquisition including $9 million of additional amortization expense.

Global Ecommerce revenue increased 66% in 2014 compared to 2013 due to an increase in the number of orders processed and parcels shipped. Late in the third quarter of 2014, we began outbound ecommerce services from the U.K., which had a small benefit to the full-year revenue. EBIT increased significantly in 2014 compared to 2013 primarily due to the increase in revenue and improved operating leverage which offset fixed costs and continued investments in global ecommerce technology and infrastructure.

Other

Other includes our Marketing Services business which was sold in May 2015.

LIQUIDITY AND CAPITAL RESOURCES

We believe that existing cash and investments, cash generated from operations and borrowing capacity under our commercial paper program will be sufficient to support our current cash needs, including discretionary uses such as capital investments, dividends, share repurchases and acquisitions. Cash and cash equivalents and short-term investments were $768 million at December 31, 2015 and $1,103 million at December 31, 2014. We continuously review our credit profile through published credit ratings and the credit default swap market. We also monitor the creditworthiness of those banks acting as derivative counterparties, depository banks or credit providers.

Cash and cash equivalents held by our foreign subsidiaries were $470 million at both December 31, 2015 and December 31, 2014. Cash and cash equivalents held by our foreign subsidiaries are generally used to support the liquidity needs of these subsidiaries. Most of these amounts could be repatriated to the U.S. but would be subject to additional taxes. Repatriation of some foreign balances is restricted by local laws.

Cash Flow Summary

The change in cash and cash equivalents is as follows:

	Years Ended December 31,			Change	
	2015	2014	2013	**2015**	2014
Net cash provided by operating activities	**$ 514**	$ 655	$ 625	**$ (141)**	$ 30
Net cash (used in) provided by investing activities	**(303)**	(147)	241	**(156)**	(388)
Net cash used in financing activities	**(571)**	(312)	(868)	**(259)**	556
Effect of exchange rate changes on cash and cash equivalents	**(44)**	(29)	(13)	**(15)**	(16)
Change in cash and cash equivalents	**$ (404)**	$ 167	$ (15)	**$ (571)**	$ 182

Cash flows from operations decreased $141 million in 2015 compared to 2014, primarily due to the timing of payments of accounts payable and accrued liabilities including, higher employee-related payments, and higher inventory purchases, primarily for parts and supplies in the U.S. and U.K., lower collections of accounts receivable due to timing and amounts received in the prior year for transition services in connection with the sale of our Management Services business. These decreases were partially offset by lower interest and tax payments.

Cash flows from operations increased $30 million in 2014 compared to 2013, primarily due to higher income and lower tax and interest payments partially offset by higher cash payments related to the early repayment of debt and changes in working capital accounts, primarily due to lower cash flows from changes in inventory and accounts receivable. Cash management initiatives implemented in 2013 significantly improved working capital and cash flows from operations. In 2014, we continued to see benefits from changes in accounts receivable and inventory; however, the benefits were not as dramatic as in 2013. The timing of payments for accounts payables and accrued liabilities partially offset these reductions in cash flow from working capital.

Cash flows used by investing activities were $156 million higher in 2015 compared to 2014. In 2015, we paid $394 million for acquisitions, purchased short term investments of $69 million, received proceeds of $292 million from the sale of Imagitas and $52 million from the sale of our former corporate headquarters building and other assets. During 2014, we received proceeds of $102 million from the sale of businesses.

Cash flows from investing activities were $388 million lower in 2014 compared to 2013. In 2014, we received $102 million from the sale of businesses compared to $390 million in 2013. Higher cash outflows of $48 million for the purchase of available for sale investments and $43 million of higher capital expenditures primarily due to spending on our global ERP system also contributed to the decrease in cash flows from investing activities in 2014.

Cash flows used in financing activities increased $259 million in 2015 due to higher net payments to reduce debt and higher stock repurchases in 2015. During 2015, we reduced total debt by $275 million and repurchased $132 million of our common shares compared to a net reduction in total debt of $91 million and share repurchases of $50 million in 2014. Cash flows from financing activities increased $556 million in 2014 due to the timing of debt activity. See Financing and Capitalization section below for a detailed discussion of our debt activity for 2015, 2014 and 2013.

Financings and Capitalization

We are a Well-Known Seasoned Issuer with the SEC, which allows us to issue debt securities, preferred stock, preference stock, common stock, purchase contracts, depositary shares, warrants and units in an expedited fashion. We have a commercial paper program that is an important source of liquidity for us and a committed credit facility of $1.0 billion to support our commercial paper issuances. At December 31, 2015, there was $90 million of outstanding commercial paper borrowings with an effective interest rate of 1.1%. In 2015, commercial paper borrowings averaged $66 million at a weighted-average interest rate of 0.6% and the maximum amount of commercial paper outstanding at any point in time was $291 million. During 2014, we did not borrow under our commercial paper program. The credit facility was renewed in January 2015 and expires in January 2020. We have not drawn upon the credit facility.

2015 Activity

We redeemed the $110 million 5.25% notes due November 2022 at par plus accrued but unpaid interest and repaid the $275 million 5% notes. We also repaid $130 million of outstanding term loans and borrowed $150 million under a new term loan. The new term loan bears interest at the applicable Eurodollar Rate plus .90%. The Eurodollar Rate on the date of funding was .59%. The term loan matures in December 2016 but can be extended to June 2017 at our option.

In January 2016, we borrowed $300 million under a new term loan and used the proceeds to repay a portion of the $371 million, 4.75% notes due January 15, 2016. The remaining portion was repaid through cash from operations. The new term loan bears interest at the applicable Eurodollar Rate plus 1.25% and matures in December 2020. The Eurodollar Rate on the date of funding was .62%.

2014 Activity

We issued $500 million of 4.625% fixed rate 10-year notes. The notes mature in March 2024, but may be redeemed, at any time, in whole or in part, at our option. If the notes are redeemed prior to December 15, 2023, the redemption price will be equal to the sum of 100% of the principal amount, accrued and unpaid interest and a make-whole payment. Net proceeds of $493 million received after fees and discounts were used to fund the 2014 Tender Offer (see below).

We redeemed an aggregate $500 million of the 5.75% Notes due 2017 and the 5.25% Notes due 2037 through a cash tender offer (the 2014 Tender Offer). Holders who validly tendered their notes received the principal amount, all accrued and unpaid interest and a premium payment. We incurred expenses of $62 million, consisting of the call premium, the write-off of unamortized costs and bank transaction fees.

We also repaid $100 million of outstanding term loans and received a loan of $16 million from the State of Connecticut in connection with the relocation of our corporate headquarters. The loan consisted of a $15 million development loan and $1 million jobs-training grant that is subject to refund if certain conditions are not met. The loan requires monthly interest payments through November 2020 and principal and interest payments from December 2020 through maturity in November 2024. In 2015, we satisfied the conditions under the jobs-training grant.

2013 Activity

We issued $425 million of 6.7% fixed-rate 30-year notes. The notes mature in March 2043, but may be redeemed, in whole or in part, at our option any time on or after March 2018 at a redemption price equal to 100% of the principal amount, plus accrued and unpaid interest. Net proceeds of $412 million received after fees and discounts were used to fund the 2013 Tender Offer (see below).

We redeemed an aggregate $405 million of the 4.875% notes due 2014, the 5.0% notes due 2015, and the 4.75% notes due 2016 through a cash tender offer (the 2013 Tender Offer). Holders who validly tendered their notes received the principal amount, all accrued and unpaid interest and a premium payment. We received $5 million from the unwinding of certain interest rate swap agreements and recognized a net loss of $25 million, consisting primarily of the premium payment.

We redeemed $375 million of maturing 3.875% notes and an additional $300 million of 4.875% notes that were scheduled to mature in August 2014. In connection with the early redemption of the notes, we received $3 million from the unwinding of an interest rate swap and incurred expenses of $8 million, consisting primarily of a premium payment.

Debt Maturities

We have $2 billion of debt maturing within the next five years. While we fully expect to be able to fund these maturities with cash or by refinancing through the U.S. capital markets, these obligations could increase our vulnerability to adverse market conditions and impact our ability to refinance existing maturities. In addition, in October 2016, the $300 million of outstanding Preferred Stock of one of our subsidiaries is redeemable at our option. If we do not redeem, the dividend rate increases 50% and will increase 50% every six months thereafter. We are currently evaluating various alternatives to redeem or refinance the Preferred Stock. See Note 16 to the Consolidated Financial Statements.

Dividends and Share Repurchases

We paid dividends to our common stockholders of $150 million ($0.75 per share), $152 million ($0.75 per share) and $189 million ($0.94 per share) in 2015, 2014 and 2013, respectively. Each quarter, our Board of Directors considers our recent and projected earnings and other capital needs and priorities in deciding whether to approve the payment, as well as the amount of a dividend. There are no material restrictions on our ability to declare dividends.

We repurchased $132 million of our common shares during 2015 and $50 million of our common shares during 2014. At December 31, 2015, we had authorization to repurchase up to $65 million of our common shares. In February 2016, we received authorization to repurchase an additional $150 million of outstanding stock. We expect to repurchase up to $215 million of our common stock during 2016.

Contractual Obligations

The following table summarizes our known contractual obligations at December 31, 2015 and the effect that such obligations are expected to have on our liquidity and cash flow in future periods:

	Payments due in				
	Total	2016	2017-18	2019-20	After 2020
Commercial paper borrowings	$ 90	$ 90	$ —	$ —	$ —
Debt maturities	2,862	371	1,135	301	1,055
Interest payments on debt (1)	1,261	133	205	119	804
Preferred stock (2)	300	300	—	—	—
Non-cancelable operating lease obligations	202	40	57	37	68
Purchase obligations (3)	203	188	15	—	—
Pension plan contributions (4)	55	55	—	—	—
Retiree medical payments (5)	166	19	37	34	76
Total	$ 5,139	$ 1,196	$ 1,449	$ 491	$ 2,003

The amount and period of future payments related to our income tax uncertainties cannot be reliably estimated and are not included in the above table. See Note 15 to the Consolidated Financial Statements for further details.

(1) Assumes all debt is held to maturity. Certain notes are redeemable, either at our option or the bondholders, at par plus accrued interest before the scheduled maturity date.

(2) Represents outstanding Preferred Stock of one of our subsidiaries that is redeemable at our option. If we do not redeem by October 30, 2016, the dividend rate increases 50% and will increase 50% every six months thereafter.

(3) Includes unrecorded agreements to purchase goods or services that are enforceable and legally binding upon us and that specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Purchase obligations exclude agreements that are cancelable without penalty.

(4) Represents the amount of contributions we anticipate making to our pension plans during 2016; however, we will assess our funding alternatives as the year progresses.

(5) Our retiree health benefit plans are non-funded plans and cash contributions are made each year to cover medical claims costs incurred. The amounts reported in the above table represent our estimate of future benefits payments.

Off-Balance Sheet Arrangements

At December 31, 2015, we had no off-balance sheet arrangements that have, or are reasonably likely to have, a material current or future effect on our financial condition, results of operations or liquidity. See Note 17 to the Consolidated Financial Statements for detailed information about our commitments and contingencies.

Critical Accounting Estimates

The preparation of our financial statements in conformity with GAAP requires management to make estimates and assumptions about certain items that affect the reported amounts of assets, liabilities, revenues, expenses and accompanying disclosures, including the disclosure of contingent assets and liabilities. The accounting policies below have been identified by management as those accounting policies that are most critical to our financial statements due to the estimates and assumptions required. Management believes that the estimates and assumptions used are reasonable and appropriate based on the information available at the time the financial statements were prepared; however, actual results could differ from those estimates and assumptions. See Note 1 to the Consolidated Financial Statements for a summary of our accounting policies.

Revenue recognition - Multiple element arrangements

We derive revenue from multiple sources including sales, rentals, financing and services. Certain transactions are consummated at the same time and can therefore generate revenue from multiple sources. The most common form of these transactions involves a sale or non-cancelable lease of equipment, a meter rental and an equipment maintenance agreement. As a result, we are required to determine whether the deliverables in a multiple element arrangement should be treated as separate units of accounting for revenue recognition purposes, and if so, how the price should be allocated among the delivered elements and when to recognize revenue for each element. We recognize revenue for delivered elements only when the fair values of undelivered elements are known, customer acceptance has occurred and payment is probable.

In these multiple element arrangements, revenue is allocated to each of the elements based on relative "selling prices" and the selling price for each of the elements is determined based on vendor specific objective evidence (VSOE). We establish VSOE of selling prices for our products and services based on the prices charged for each element when sold separately in standalone transactions. The allocation of relative selling price to the various elements impacts the timing of revenue recognition, but does not change the total revenue recognized. Revenue is allocated to the meter rental and equipment maintenance agreement elements using their respective selling prices charged in standalone and renewal transactions. For a sale transaction, revenue is allocated to the equipment based on a range of selling prices in standalone transactions. For a lease transaction, revenue is allocated to the equipment based on the present value of the remaining minimum lease payments. The amount allocated to equipment is compared to the range of selling prices in standalone transactions during the period to ensure the allocated equipment amount approximates average selling prices.

We also have multiple element arrangements containing only software and software related elements. Under these arrangements, revenue is allocated based on VSOE, which is based on company specific stand-alone sales data or renewal rates. If we cannot obtain VSOE for any undelivered software element, revenue is deferred until all deliverables have been delivered or until VSOE can be determined for any remaining undelivered software elements. When the fair value of a delivered element cannot be established, but fair value evidence exists for the undelivered software elements, we use the residual method to recognize revenue. Under the residual method, the fair value of the undelivered elements is deferred and the remaining portion of the arrangement consideration is allocated to the delivered elements and recognized as revenue.

Pension benefits

The valuation of our pension assets and obligations and the calculation of net periodic pension expense are dependent on assumptions and estimates relating to, among other things, the interest rate used to discount the future estimated liability (discount rate) and the expected rate of return on plan assets. These assumptions are evaluated and updated annually and are described in further detail in Note 14 to the Consolidated Financial Statements.

The discount rate for our largest plan, the U.S. Qualified Pension Plan (the U.S. Plan) is determined by matching the expected cash flows associated with our benefit obligations to a pool of corporate long-term, high-quality fixed income debt instruments available as of the measurement date. The discount rate for our largest foreign plan, the U.K. Qualified Pension Plan (the U.K. Plan), is determined by using a model that discounts each year's estimated benefit payments by an applicable spot rate derived from a yield curve created from a large number of high quality corporate bonds. The discount rate used in the determination of net periodic pension expense for 2015 was 4.15% for the U.S. Plan and 3.7% for the U.K. Plan. For 2016, the discount rate used in the determination of net periodic pension expense for the U.S. Plan and the U.K. Plan will be 4.55% and 3.75%, respectively. A 0.25% change in the discount rate would impact annual pension expense by less than $1 million for both the U.S. Plan and the U.K. Plan, and the projected benefit obligation of the U.S. Plan and U.K. Plan by $43 million and $21 million, respectively.

Pension assets are exposed to various risks such as interest rate, market and credit risks. We invest our pension plan assets in a variety of investment securities in accordance with our strategic asset allocation policy. The expected return on plan assets is based on historical and expected future returns for current and targeted asset allocations for each asset class in the investment portfolio, adjusted for historical and expected experience of active portfolio management results, as compared to the benchmark returns. The expected rate of return on

plan assets used in the determination of net periodic pension expense for 2015 was 7.0% for both the U.S. Plan and the U.K. Plan. For 2016, the expected rate of return on plan assets used in the determination of net periodic pension expense for the U.S. Plan will be 7.0% and the U.K. Plan will be 6.5%. A 0.25% change in the expected rate of return on plan assets would impact annual pension expense for the U.S. Plan by $4 million and the U.K. Plan by $1 million. See Note 14 to the Consolidated Financial Statements for information about the allocation of pension assets.

Actual pension plan results that differ from our assumptions and estimates are accumulated and amortized over the life expectancy of inactive plan participants and affect future pension expense. Net pension expense is also based on a market-related valuation of plan assets where differences between the actual and expected return on plan assets are recognized in the calculation of the market-related value of assets over a five-year period. Effective December 31, 2014, plan benefits for participants in a majority of our U.S. and foreign pension plans were frozen.

Residual value of leased assets

We provide financing for our equipment sales primarily through sales-type leases. Equipment residual values are determined at inception of the lease using estimates of fair value at the end of the lease term. Residual value estimates impact the determination of whether a lease is classified as an operating lease or a sales-type lease. Estimates of equipment fair value at end of lease term are based primarily on our historical experience. We also consider forecasted supply and demand for our various products, product retirement and future product launch plans, end of lease client behavior, regulatory changes, remanufacturing strategies, used equipment markets, if any, competition and technological changes.

We evaluate residual values on an annual basis or sooner if circumstances warrant. Declines in estimated residual values considered "other-than-temporary" are recognized immediately. Estimated increases in future residual values are not recognized until the equipment is remarketed. If the actual residual value of leased assets were 10% lower than management's current estimates, pre-tax income would be lower by $11 million.

Allowances for doubtful accounts and credit losses

We estimate our credit risk for accounts receivables and finance receivables and provide allowances for estimated losses. We believe that our credit risk is low because of the geographic and industry diversification of our clients and small account balances for most of our clients. We continuously monitor collections and payments from our clients and evaluate the adequacy of the applicable allowance based on historical loss experience, past due status, adverse situations that may affect a client's ability to pay and prevailing economic conditions and make adjustments to the reserves as deemed necessary. This evaluation is inherently subjective and actual results may differ significantly from estimated reserves.

The allowance for doubtful accounts as a percentage of trade receivables was 2.0% at December 31, 2015 and 2.4% at December 31, 2014. Holding all other assumptions constant, a 0.25% change in the allowance rate at December 31, 2015 would have changed the 2015 provision by $1 million.

Total allowance for credit losses as a percentage of finance receivables was 1.3% at December 31, 2015 and 1.5% at December 31, 2014. Holding all other assumptions constant, a 0.25% change in the allowance rate at December 31, 2015 would have changed the 2015 provision by $4 million.

Income taxes and valuation allowance

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Our annual tax rate is based on income, statutory tax rates, tax reserve changes and tax planning opportunities available to us in the various jurisdictions in which we operate. Significant judgment is required in determining the annual tax rate and in evaluating our tax positions.

We regularly assess the likelihood of tax adjustments in each of the tax jurisdictions in which we have operations and account for the related financial statement implications. Tax reserves have been established that we believe to be appropriate given the possibility of tax adjustments. Determining the appropriate level of tax reserves requires us to exercise judgment regarding the uncertain application of tax laws. The amount of reserves is adjusted when information becomes available or when an event occurs indicating a change in the reserve is appropriate. Future changes in tax reserve requirements could have a material impact on our financial condition or results of operations.

Significant judgment is also required in determining the amount of valuation allowance to be recorded against deferred tax assets. In assessing whether a valuation allowance is necessary, and the amount of such allowance, we consider all available evidence for each jurisdiction including historical operating results, estimates of future taxable income and the feasibility of ongoing tax planning strategies.

If new information becomes available that would alter our estimate of the amount of deferred tax assets that will ultimately be realized, we adjust the valuation allowance with a corresponding impact to income tax expense in the period in which such determination is made.

Impairment review

Long-lived and finite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be fully recoverable. The estimated future undiscounted cash flows expected to result from the use and eventual disposition of the assets is compared to the carrying value. We derive the cash flow estimates from our long-term business plans and historical experience. If the sum of the undiscounted cash flows is less than the asset's carrying value, an impairment charge is recorded for an amount by which the carrying value exceeds its fair value. The fair value of the impaired asset is determined using probability weighted expected cash flow estimates, quoted market prices when available and appraisals, as appropriate. Changes in the estimates and assumptions incorporated in our impairment assessment could materially affect the determination of fair value and the associated impairment charge.

Goodwill is tested annually for impairment at the reporting unit level during the fourth quarter or sooner when circumstances indicate an impairment may exist. The impairment test for goodwill is a two-step approach. In the first step, the fair value of each reporting unit is determined and compared to the reporting unit's carrying value, including goodwill. If the fair value of a reporting unit is less than its carrying value, the second step of the goodwill impairment test is performed to measure the amount of impairment, if any. In the second step, the fair value of the reporting unit is allocated to the assets and liabilities of the reporting unit as if it had been acquired in a business combination and the purchase price was equivalent to the fair value of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to its assets and liabilities is referred to as the implied fair value of goodwill. The implied fair value of the reporting unit's goodwill is then compared to the actual carrying value of goodwill. If the implied fair value of goodwill is less than the carrying value of goodwill, an impairment loss is recognized for the difference.

Significant estimates and assumptions are used in our goodwill impairment review and include the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units and determining the fair value of each reporting unit. The fair value of each reporting unit is determined based on a combination of techniques, including the present value of future cash flows, multiples of competitors and multiples from sales of like businesses. The assumptions used to estimate fair value are based on projections incorporated in our current operating plans as well as other available information. Our operating plans include significant assumptions and estimates associated with sales growth, profitability and related cash flows, along with cash flows associated with taxes and capital spending. The determination of fair value also incorporates a risk-adjusted discount rate based on current interest rates and the economic conditions of the reporting unit. We also consider other assumptions that market participants may use. Changes in any of these estimates or assumptions could materially affect the determination of fair value and the associated goodwill impairment charge for each reporting unit. Potential events and circumstances, such as the inability to acquire new clients, downward pressures on pricing and rising interest rates could have an adverse impact on our assumptions and result in non-cash impairment charges in future periods.

Based on the results of the annual impairment test performed during the fourth quarter of 2015, we determined that the estimated fair value of each of the reporting units exceeded their carrying value by more than 20%.

Stock-based compensation expense

We recognize compensation cost for stock-based awards based on the estimated fair value of the award, net of estimated forfeitures. Compensation costs for those shares expected to vest are recognized on a straight-line basis over the requisite service period.

The fair value of stock awards is estimated using a Black-Scholes valuation model or Monte Carlo simulation model. These models require assumptions to be made regarding the expected stock price volatility, risk-free interest rate, life of the award and dividend yield. The expected stock price volatility is based on historical price changes of our stock. The risk-free interest rate is based on U.S. Treasuries with a term equal to the expected life of the stock award. The expected life of the award and dividend yield are based on historical experience.

We believe that the valuation techniques and the underlying assumptions are appropriate in estimating the fair value of our stock-based awards. If factors change causing our assumptions to change, our stock-based compensation expense could be different in the future. Estimates of fair value are not intended to predict actual future events or the value ultimately realized by employees who receive equity awards, and subsequent events are not indicative of the reasonableness of the original estimates of fair value. In addition, we are required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If our actual forfeiture rate is materially different from our estimate, stock-based compensation expense could be significantly different from what we have recorded in the current period.

Restructuring

We have undertaken restructuring actions which require management to utilize certain estimates related to the amount and timing of expenses. If the actual amounts differ from our estimates, the amount of the restructuring charges could be impacted. On a quarterly basis, we update our estimates of future remaining obligations and costs associated with all restructuring actions and compare these updated estimates to our current restructuring reserves, and make adjustments if necessary.

Loss contingencies

In the ordinary course of business, we are routinely defendants in, or party to, a number of pending and threatened legal actions. On a quarterly basis, we review the status of each significant matter and assess the potential financial exposure. If the potential loss from any claim or legal action is considered probable and can be reasonably estimated, we establish a liability for the estimated loss. The assessment of the ultimate outcome of each claim or legal action and the determination of the potential financial exposure requires significant judgment. Estimates of potential liabilities for claims or legal actions are based only on information that is available at that time. As additional information becomes available, we may revise our estimates, and these revisions could have a material impact on our results of operations and financial position.

Legal and Regulatory Matters

See Legal Proceedings in Item 3 for information regarding our legal proceedings and *Other Tax Matters* in Note 15 to the Consolidated Financial Statements for regulatory matters regarding our tax returns.

Foreign Currency Exchange

During 2015, we derived 25% of our consolidated revenue from operations outside the United States. The functional currency for most of our foreign operations is the local currency. Our largest foreign currency exposures are to the British pound, Euro, Canadian dollar, Australian dollar and Japanese Yen (see Note 10 to the Consolidated Financial Statements for information regarding our foreign exchange derivative instruments). Changes in the value of the U.S. dollar relative to the currencies of countries in which we operate impact our reported assets, liabilities, revenue and expenses. Exchange rate fluctuations can also impact the settlement of intercompany receivables and payables between our subsidiaries in different countries. For the years ended December 31, 2015, 2014 and 2013, the translation of foreign currencies to U.S. dollar decreased revenues by 4.0%, 0.4% and 0.4%, respectively. A continuing strong U.S. dollar could adversely affect our reported revenues and profitability, both from a translation perspective as well as a competitive perspective, as the cost of international competitors' products and solutions improve relative to products and solutions sold from the U.S. A strengthening dollar could also continue to affect the demand for U.S. goods sold to consumers in other countries through our global ecommerce solutions.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to the impact of interest rate changes and foreign currency fluctuations due to our investing and funding activities and our operations denominated in different foreign currencies. Our objective in managing exposure to foreign currency fluctuations is to reduce the volatility in earnings and cash flows associated with the effect of foreign currency exchange rate changes on transactions that are denominated in foreign currencies. Accordingly, we enter into various contracts, which change in value as foreign currency exchange rates change, to protect the value of external and intercompany transactions. The principal currencies actively hedged are the British pound and Euro.

At December 31, 2015, 92% of our debt was fixed rate obligations at a weighted average interest rate of 5.2%. Our variable rate debt, which consists of commercial paper and term loans, had a weighted average interest rate at December 31, 2015 of 1.35%. A one-percentage point change in the effective interest rate of our variable rate debt would not have had a material impact on our 2015 pre-tax income. To limit the volatility and impact of changing interest rates on earnings and cash flows, we may from time to time enter into interest rate swap agreements that convert fixed rate interest payments to variable rates and vice versa. During 2015 and 2014, we did not enter into any interest rate swap agreements.

We employ established policies and procedures governing the use of financial instruments to manage our exposure to such risks. We do not enter into foreign currency or interest rate transactions for speculative purposes. The gains and losses on these contracts are intended to offset changes in the value of the related exposures.

We utilize a "Value-at-Risk" (VaR) model to determine the potential loss in fair value from changes in market conditions. The VaR model utilizes a "variance/co-variance" approach and assumes normal market conditions, a 95% confidence level and a one-day holding period. The model includes all of our debt, interest rate derivative contracts and foreign exchange derivative contracts associated with forecasted transactions. The model excludes all anticipated transactions, firm commitments and accounts receivables and payables denominated in foreign currencies, which certain of these instruments are intended to hedge. The VaR model is a risk analysis tool and does not purport to represent actual losses in fair value that will be incurred, nor does it consider the potential effect of favorable changes in market factors.

During 2015 and 2014, our maximum potential one-day loss in fair value of our exposure to foreign exchange rates and interest rates, using the variance/co-variance technique described above, was not material.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See "Index to Consolidated Financial Statements and Supplemental Data" in this Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), that are designed to reasonably assure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and to reasonably assure that such information is accumulated and communicated to management, including our Chief Executive Officer (CEO) and Chief Financial Officer (CFO), to allow timely decisions regarding required disclosure.

Any system of controls and procedures, no matter how well designed and operated, can provide only reasonable (and not absolute) assurance of achieving the desired control objectives. Management, under the direction of our CEO and CFO, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as required by Rule 13a-15 or Rule 15d-15 under the Exchange Act. Notwithstanding this caution, the CEO and CFO have reasonable assurance that the disclosure controls and procedures were effective as of December 31, 2015.

We acquired Borderfree in a purchase business combination on in June 2015 as described in Note 3 to our Consolidated Financial Statements included in this Form 10-K. We are in the process of reviewing and evaluating the business and internal controls and processes of Borderfree and are implementing our internal control structure over this acquired business. Our evaluation and integration efforts will continue into 2016.

Management's Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Management assessed the effectiveness of the internal control over financial reporting as of December 31, 2015. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control - Integrated Framework (2013)*. Based on its assessment, management concluded that, as of December 31, 2015, the internal control over financial reporting was effective based on the criteria issued by COSO in *Internal Control - Integrated Framework (2013)*.

Pursuant to SEC guidance, a recently acquired business may be omitted from the scope of assessment of the effectiveness of internal control over financial reporting in the year of acquisition. Accordingly, the recently acquired Borderfree business was excluded from our evaluation of the effectiveness of internal control over financial reporting as of December 31, 2015. The Borderfree business represents 8% of total assets and less than 2% of total revenue.

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears in this Form 10-K.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended December 31, 2015, that have materially affected, or are reasonably likely to materially affect, such internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Other than information regarding our executive officers disclosed in Part I of this Annual Report, the information required by this Item is incorporated by reference to our Proxy Statement to be filed in connection with the 2016 Annual Meeting of Stockholders.

Code of Ethics

We have a Business Practices Guidelines (BPG) that applies to all our officers and other employees. Our Board of Directors also has a Code of Business Conduct and Ethics (the Code) that applies to our directors. The BPG and the Code are posted on our corporate governance website located at www.pb.com/us/our-company/leadership-and-governance/corporate-governance.html. Amendments to either the BPG or the Code and any waiver from a provision of the BPG or the Code requiring disclosure will be disclosed on our corporate governance website.

Audit Committee; Audit Committee Financial Expert

The information regarding the Audit committee, its members and the Audit Committee financial experts is incorporated by reference to our Proxy Statement to filed in connection with the 2016 Annual Meeting of Stockholders.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is incorporated by reference to our Proxy Statement to be filed in connection with the 2016 Annual Meeting of Stockholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

EQUITY COMPENSATION PLAN INFORMATION TABLE

The following table provides information as of December 31, 2015 regarding the number of shares of common stock that may be issued under our equity compensation plans.

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans excluding securities reflected in column (a)
Equity compensation plans approved by security holders	11,606,329	$28.18	20,092,604
Equity compensation plans not approved by security holders	—	—	—
Total	11,606,329	$28.18	20,092,604

Other than information regarding securities authorized for issuance under equity compensation plans, the information required by this Item is incorporated by reference to our Proxy Statement to be filed in connection with the 2016 Annual Meeting of Stockholders.

ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item is incorporated by reference to our Proxy Statement to be filed in connection with the 2016 Annual Meeting of Stockholders.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item is incorporated by reference to our Proxy Statement to be filed in connection with the 2016 Annual Meeting of Stockholders.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) 1. Financial statements - see "Index to Consolidated Financial Statements and Supplemental Data" on page 37 of this Form 10-K.

2. Financial statement schedules - see "Index to Consolidated Financial Statements and Supplemental Data" on page 37 of this Form 10-K.

3. Index to Exhibits

Reg. S-K exhibits	Description	Status or incorporation by reference
3(a)	Restated Certificate of Incorporation of Pitney Bowes Inc.	Incorporated by reference to Exhibit 3(c) to Form 8-K filed with the Commission on May 12, 2011 (Commission file number 1-3579)
3(b)	Pitney Bowes Inc. Amended and Restated By-laws (effective May 10, 2013)	Incorporated by reference to Exhibit 3(d) to Form 8-K filed with the Commission on May 13, 2013 (Commission file number 1-3579)
4(a)	Form of Indenture between the Company and SunTrust Bank, as Trustee	Incorporated by reference to Exhibit 4.4 to Registration Statement on Form S-3 (No. 333-72304) filed with the Commission on October 26, 2001
4(b)	Supplemental Indenture No. 1 dated April 18, 2003 between the Company and SunTrust Bank, as Trustee	Incorporated by reference to Exhibit 4.1 to Form 8-K filed with the Commission on August 18, 2004
4(c)	Form of Indenture between the Company and Citibank, N.A., as Trustee, dated as of February 14, 2005	Incorporated by reference to Exhibit 4(a) to Registration Statement on Form S-3ASR (No. 333-151753) filed with the Commission on June 18, 2008
4(d)	First Supplemental Indenture, by and among Pitney Bowes Inc., The Bank of New York, and Citibank, N.A., to the Indenture, dated as of February 14, 2005, by and between the Company and Citibank	Incorporated by reference to Exhibit 4.1 to Form 8-K filed with the Commission on October 24, 2007 (Commission file number 1-3579)
10(a) *	Retirement Plan for Directors of Pitney Bowes Inc.	Incorporated by reference to Exhibit 10(a) to Form 10-K filed with the Commission on March 30, 1993 (Commission file number 1-3579)
10(b) *	Pitney Bowes Inc. Directors' Stock Plan (as amended and restated 1999)	Incorporated by reference to Exhibit (i) to Form 10-K filed with the Commission on March 30, 2000 (Commission file number 1-3579)
10(b.1) *	Pitney Bowes Inc. Directors' Stock Plan (Amendment No. 1, effective as of May 12, 2003)	Incorporated by reference to Exhibit 10 to Form 10-Q filed with the Commission on August 11, 2003 (Commission file number 1-3579)
10(b.2) *	Pitney Bowes Inc. Directors' Stock Plan (Amendment No. 2, effective as of May 1, 2007)	Incorporated by reference to Exhibit 10(b.2) to Form 10-K filed with the Commission on March 1, 2007 (Commission file number 1-3579)
10(b.3) *	Pitney Bowes Inc. Directors' Stock Plan (Amended and Restated effective May 12, 2014)	Exhibit 10(b.3)
10(c) *	Pitney Bowes Stock Plan (as amended and restated as of January 1, 2002)	Incorporated by reference to Annex 1 to the Definitive Proxy Statement for the 2002 Annual Meeting of Stockholders filed with the Commission on March 26, 2002 (Commission file number 1-3579)
10(d) *	Pitney Bowes Inc. 2007 Stock Plan (as amended November 7, 2009)	Incorporated by reference to Exhibit (v) to Form 10-K filed with the Commission on February 26, 2010 (Commission file number 1-3579)
10(e) *	Pitney Bowes Inc. Key Employees' Incentive Plan (as amended and restated October 1, 2007) (as amended November 7, 2009)	Incorporated by reference to Exhibit (iv) to Form 10-K filed with the Commission on February 26, 2010 (Commission file number 1-3579)
10(f) *	Pitney Bowes Severance Plan (as amended and restated as of January 1, 2008)	Incorporated by reference to Exhibit 10(e) to Form 10-K filed with the Commission on February 29, 2008 (Commission file number 1-3579)
10(g) *	Pitney Bowes Senior Executive Severance Policy (as amended and restated as of January 1, 2008)	Incorporated by reference to Exhibit 10(f) to Form 10-K filed with the Commission on February 29, 2008 (Commission file number 1-3579)

Reg. S-K exhibits	Description	Status or incorporation by reference
10(h) *	Pitney Bowes Inc. Deferred Incentive Savings Plan for the Board of Directors, as amended and restated effective January 1, 2009	Incorporated by reference to Exhibit 10(g) to Form 10-K filed with the Commission on February 26, 2009 (Commission file number 1-3579)
10(i) *	Pitney Bowes Inc. Deferred Incentive Savings Plan as amended and restated effective January 1, 2009	Incorporated by reference to Exhibit 10(h) to Form 10-K filed with the Commission on February 26, 2009 (Commission file number 1-3579)
10(j) *	Pitney Bowes Inc. 1998 U.K. S.A.Y.E. Stock Option Plan	Incorporated by reference to Annex II to the Definitive Proxy Statement for the 2006 Annual Meeting of Stockholders filed with the Commission on March 23, 2006 (Commission file number 1-3579)
10(k) *	Form of Long Term Incentive Award Agreement	Incorporated by reference to Exhibit 10(k) to Form 10-K filed with the Commission on February 21, 2014 (Commission file number 1-3579)
10(l)*	Stock purchase agreement dated May 11, 2015 between Pitney Bowes Inc. and Red Ventures HoldCo, LP.	Incorporated by reference to Exhibit 2.1 to Form 8-K filed May 11, 2015 (Commission file number 1-3579)
10(m)*	Agreement and plan of mergers dated May 5, 2015, by and among Pitney Bowes Inc., BrickBreaker Acquisition Corp and Borderfree Inc.	Incorporated by reference to Exhibit 2.1 to Form 8-K filed May 7, 2015 (Commission file number 1-3579)
10(o)*	Pitney Bowes Director Equity Deferral plan dated November 8, 2013 (effective May 12, 2014)	Exhibit 10(o)
10(p)*	Pitney Bowes Executive Equity Deferral Plan dated November 7, 2014	Exhibit 10(p)
10(q)*	Pitney Bowes Inc. 2013 Stock Plan	Incorporated by reference to Annex A to the Definitive Proxy Statement for the 2013 Annual Meeting of Stockholders filed with the Commission on March 25, 2013 (Commission file number 1-3579)
12	Computation of ratio of earnings to fixed charges	Exhibit 12
21	Subsidiaries of the registrant	Exhibit 21
23	Consent of experts and counsel	Exhibit 23
31.1	Certification of Chief Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.	Exhibit 31.1
31.2	Certification of Chief Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended.	Exhibit 31.2
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350	Exhibit 32.1
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350	Exhibit 32.2
101.INS	XBRL Report Instance Document	
101.SCH	XBRL Taxonomy Extension Schema Document	
101.CAL	XBRL Taxonomy Calculation Linkbase Document	
101.DEF	XBRL Taxonomy Definition Linkbase Document	
101.LAB	XBRL Taxonomy Label Linkbase Document	
101.PRE	XBRL Taxonomy Presentation Linkbase Document	

* The Exhibits identified above with an asterisk (*) are management contracts or compensatory plans or arrangements.

The Company has outstanding certain other long-term indebtedness. Such long-term indebtedness does not exceed 10% of the total assets of the Company; therefore, copies of instruments defining the rights of holders of such indebtedness are not included as exhibits. The Company agrees to furnish copies of such instruments to the SEC upon request.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 22, 2016 PITNEY BOWES INC.

Registrant

By: /s/ Marc B. Lautenbach
Marc B. Lautenbach
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Marc B. Lautenbach Marc B. Lautenbach	President and Chief Executive Officer - Director	February 22, 2016
/s/ Michael Monahan Michael Monahan	Executive Vice President, Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)	February 22, 2016
/s/ Steven J. Green Steven J. Green	Vice President-Finance and Chief Accounting Officer (Principal Accounting Officer)	February 22, 2016
/s/ Michael I. Roth Michael I. Roth	Non-Executive Chairman - Director	February 22, 2016
/s/ Linda G. Alvarado Linda G. Alvarado	Director	February 22, 2016
/s/ Anne M. Busquet Anne M. Busquet	Director	February 22, 2016
/s/ Roger Fradin Roger Fradin	Director	February 22, 2016
/s/ Anne Sutherland Fuchs Anne Sutherland Fuchs	Director	February 22, 2016
/s/ S. Douglas Hutcheson S. Douglas Hutcheson	Director	February 22, 2016
/s/ Eduardo R. Menascé Eduardo R. Menascé	Director	February 22, 2016
/s/ Linda S. Sanford Linda S. Sanford	Director	February 22, 2016
/s/ David L. Shedlarz David L. Shedlarz	Director	February 22, 2016
/s/ David B. Snow, Jr. David B. Snow, Jr.	Director	February 22, 2016

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of Pitney Bowes Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, of comprehensive income, of stockholders' equity (deficit) and of cash flows present fairly, in all material respects, the financial position of Pitney Bowes Inc. and its subsidiaries at December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 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 accompanying index 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, 2015, 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 Management's Report on Internal Control over Financial Reporting appearing under Item 9A. 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.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it classifies deferred tax assets and liabilities as of December 31, 2015.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for discontinued operations in 2014.

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.

As described in the Report of Management on Internal Control over Financial Reporting, management has excluded Borderfree from its assessment of internal control over financial reporting as of December 31, 2015 because it was acquired by the Company in a purchase business combination during 2015. We have also excluded Borderfree from our audit of internal control over financial reporting. Borderfree is a wholly-owned subsidiary whose total consolidated assets and total consolidated net revenues represent approximately 8% and approximately 2%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2015.

/s/PricewaterhouseCoopers LLP
Stamford, CT
February 22, 2016

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts)

	Years Ended December 31,		
	2015	2014	2013
Revenue:			
Equipment sales	**$ 695,159**	$ 770,371	$ 867,593
Supplies	**288,103**	300,040	285,730
Software	**386,506**	429,743	398,664
Rentals	**441,663**	484,629	512,493
Financing	**410,035**	432,859	448,906
Support services	**554,764**	625,135	646,657
Business services	**801,830**	778,727	631,292
Total revenue	**3,578,060**	3,821,504	3,791,335
Costs and expenses:			
Cost of equipment sales	**331,069**	365,724	422,580
Cost of supplies	**88,802**	93,675	89,365
Cost of software	**113,580**	123,760	110,653
Cost of rentals	**84,188**	97,338	100,335
Financing interest expense	**71,791**	78,562	77,719
Cost of support services	**322,960**	377,003	400,038
Cost of business services	**546,201**	544,729	449,932
Selling, general and administrative	**1,279,961**	1,378,400	1,420,096
Research and development	**110,156**	109,931	110,412
Restructuring charges and asset impairments, net	**25,782**	84,560	84,344
Interest expense, net	**87,583**	90,888	109,268
Other (income) expense, net	**(94,838)**	45,738	32,639
Total costs and expenses	**2,967,235**	3,390,308	3,407,381
Income from continuing operations before income taxes	**610,825**	431,196	383,954
Provision for income taxes	**189,778**	112,815	77,967
Income from continuing operations	**421,047**	318,381	305,987
Income (loss) from discontinued operations, net of tax	**5,271**	33,749	(144,777)
Net income	**426,318**	352,130	161,210
Less: Preferred stock dividends of subsidiaries attributable to noncontrolling interests	**18,375**	18,375	18,375
Net income - Pitney Bowes Inc.	**$ 407,943**	$ 333,755	$ 142,835
Amounts attributable to common stockholders:			
Net income from continuing operations	**$ 402,672**	$ 300,006	$ 287,612
Income (loss) from discontinued operations, net of tax	**5,271**	33,749	(144,777)
Net income - Pitney Bowes Inc.	**$ 407,943**	$ 333,755	$ 142,835
Basic earnings per share attributable to common stockholders [1]:			
Continuing operations	**$ 2.01**	$ 1.49	$ 1.43
Discontinued operations	**0.03**	0.17	(0.72)
Net income - Pitney Bowes Inc.	**$ 2.04**	$ 1.65	$ 0.71
Diluted earnings per share attributable to common stockholders [1]:			
Continuing operations	**$ 2.00**	$ 1.47	$ 1.42
Discontinued operations	**0.03**	0.17	(0.71)
Net income - Pitney Bowes Inc.	**$ 2.03**	$ 1.64	$ 0.70
Dividends declared per share of common stock	**$ 0.75**	$ 0.75	$ 0.9375

(1) The sum of the earnings per share amounts may not equal the totals due to rounding.

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
Net income	**$ 426,318**	$ 352,130	$ 161,210
Less: Preferred stock dividends attributable to noncontrolling interests	**18,375**	18,375	18,375
Net income - Pitney Bowes Inc.	**407,943**	333,755	142,835
Other comprehensive (loss) income, net of tax:			
Foreign currency translations	**(88,137)**	(93,368)	(46,236)
Net unrealized gain on cash flow hedges, net of tax of $484, $1,080 and $894, respectively	**777**	1,691	1,397
Net unrealized (loss) gain on available for sale securities, net of tax of $(1,427), $2,775 and $(3,689), respectively	**(2,430)**	4,735	(6,282)
Adjustments to pension and postretirement plans, net of tax of $13,844, $(106,336) and $64,316, respectively	**19,146**	(212,818)	122,023
Amortization of pension and postretirement costs, net of tax of $15,966, $15,643 and $19,228, respectively	**28,165**	28,160	35,755
Other comprehensive (loss) income	**(42,479)**	(271,600)	106,657
Comprehensive income - Pitney Bowes Inc.	**$ 365,464**	$ 62,155	$ 249,492

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share amounts)

	December 31, 2015	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 650,557	$ 1,054,118
Short-term investments	117,021	49,135
Accounts receivable (net of allowance of $9,262 and $10,742, respectively)	457,327	437,275
Short-term finance receivables (net of allowance of $15,514 and $19,108, respectively)	935,170	1,000,304
Inventories	88,824	84,827
Current income taxes	6,584	28,584
Other current assets and prepayments	64,325	57,173
Assets held for sale	—	52,271
Total current assets	2,319,808	2,763,687
Property, plant and equipment, net	330,088	285,091
Rental property and equipment, net	180,662	200,380
Long-term finance receivables (net of allowance of $6,249 and $9,002, respectively)	763,054	819,721
Goodwill	1,745,957	1,672,721
Intangible assets, net	187,378	82,173
Noncurrent income taxes	70,294	98,806
Other assets	544,221	577,123
Total assets	$ 6,141,462	$ 6,499,702
LIABILITIES, NONCONTROLLING INTERESTS AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 1,448,321	$ 1,572,971
Current income taxes	16,620	30,527
Current portion of long-term obligations	461,085	324,879
Advance billings	353,025	386,846
Total current liabilities	2,279,051	2,315,223
Deferred taxes on income	205,668	114,950
Tax uncertainties and other income tax liabilities	68,429	86,127
Long-term debt	2,507,912	2,927,127
Other noncurrent liabilities	605,310	682,646
Total liabilities	5,666,370	6,126,073
Noncontrolling interests (Preferred stockholders' equity in subsidiaries)	296,370	296,370
Commitments and contingencies (See Note 17)		
Stockholders' equity:		
Cumulative preferred stock, $50 par value, 4% convertible	1	1
Cumulative preference stock, no par value, $2.12 convertible	505	548
Common stock, $1 par value (480,000,000 shares authorized; 323,337,912 shares issued)	323,338	323,338
Additional paid-in capital	161,280	178,852
Retained earnings	5,155,537	4,897,708
Accumulated other comprehensive loss	(888,635)	(846,156)
Treasury stock, at cost (127,816,704 and 122,309,948 shares, respectively)	(4,573,305)	(4,477,032)
Total Pitney Bowes Inc. stockholders' equity	178,721	77,259
Total liabilities, noncontrolling interests and stockholders' equity	$ 6,141,461	$ 6,499,702

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Net income	$ 426,318	$ 352,130	$ 161,210
Restructuring payments	(62,086)	(56,162)	(59,520)
Tax and other payments on sale of businesses and leveraged lease assets	—	—	(75,545)
Net tax (payments) receipts from other investments	(20,602)	5,737	
Adjustments to reconcile net income to net cash provided by operating activities:			
Restructuring charges and asset impairments	25,782	83,466	86,175
Goodwill impairment	—	—	101,415
Depreciation and amortization	173,312	198,088	211,243
(Gain) loss on sale of businesses	(105,826)	(28,151)	42,450
Gain on sale of leveraged lease assets, net of tax	(2,152)	—	—
Stock-based compensation	21,049	17,446	14,921
Proceeds from settlement of derivative instruments	—	—	8,059
Deferred tax provision (benefit)	40,184	1,454	(33,770)
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable, net of acquisitions/divestitures	(13,844)	45,046	58,980
Decrease in finance receivables	96,611	119,668	123,587
(Increase) decrease in inventories	(7,621)	9,104	67,188
(Increase) decrease in other current assets and prepayments	(10,787)	(10,106)	3,172
Decrease in accounts payable and accrued liabilities	(111,953)	(51,080)	(95,843)
Increase (decrease) in current and non-current income taxes	21,567	(52,080)	6,322
Increase (decrease) in advance billings	1,344	(18,695)	(16,450)
Other, net	43,343	39,661	21,230
Net cash provided by operating activities	514,639	655,526	624,824
Cash flows from investing activities:			
Purchases of available-for-sale securities	(205,256)	(680,582)	(374,230)
Proceeds from sales/maturities of investment securities	207,063	628,727	370,631
Purchases of held-to-maturity investments	(69,329)	—	—
Capital expenditures	(166,329)	(180,556)	(137,512)
Proceeds from sale of assets	52,110	—	—
Reserve account deposits and other	(24,202)	(15,666)	(20,104)
Proceeds from sale of businesses, net of cash transferred	289,211	102,392	389,680
Acquisitions, net of cash acquired	(393,695)	—	—
Other investing activities	7,339	(1,585)	12,691
Net cash (used in) provided by investing activities	(303,088)	(147,270)	241,156
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	150,950	508,525	411,613
Principal payments of long-term obligations	(516,070)	(599,850)	(1,079,207)
Increase in short-term borrowings	90,000	—	—
Dividends paid to stockholders	(150,114)	(151,611)	(188,846)
Dividends paid to noncontrolling interests	(18,375)	(18,375)	(18,375)
Common stock repurchases	(131,719)	(50,003)	—
Other financing activities	4,603	(530)	6,753
Net cash used in financing activities	(570,725)	(311,844)	(868,062)
Effect of exchange rate changes on cash and cash equivalents	(44,387)	(29,082)	(12,973)
(Decrease) increase in cash and cash equivalents	(403,561)	167,330	(15,055)
Cash and cash equivalents at beginning of period	1,054,118	886,788	901,843
Cash and cash equivalents at end of period	$ 650,557	$ 1,054,118	$ 886,788
Cash interest paid	$ 165,287	$ 180,250	$ 199,505
Cash income tax payments, net of refunds	$ 138,877	$ 203,193	$ 224,432

See Notes to Consolidated Financial Statements

PITNEY BOWES INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Preferred stock	Preference stock	Common Stock	Additional Paid-in Capital	Retained earnings	Accumulated other comprehensive loss	Treasury stock	Total equity
Balance at December 31, 2012	$ 4	$ 648	$ 323,338	$ 223,847	$ 4,761,575	$ (681,213)	$(4,500,795)	$ 127,404
Net income - Pitney Bowes Inc.	—	—	—	—	142,835	—	—	142,835
Other comprehensive loss	—	—	—	—	—	106,657	—	106,657
Cash dividends								
Common	—	—	—	—	(188,800)	—	—	(188,800)
Preference	—	—	—	—	(46)	—	—	(46)
Issuances of common stock	—	—	—	(40,569)	—	—	42,774	2,205
Conversions to common stock	—	(57)	—	(1,222)	—	—	1,279	—
Stock-based compensation	—	—	—	14,921	—	—	—	14,921
Balance at December 31, 2013	4	591	323,338	196,977	4,715,564	(574,556)	(4,456,742)	205,176
Net income - Pitney Bowes Inc.	—	—	—	—	333,755	—	—	333,755
Other comprehensive income	—	—	—	—	—	(271,600)	—	(271,600)
Cash dividends								
Common	—	—	—	—	(151,567)	—	—	(151,567)
Preference	—	—	—	—	(44)	—	—	(44)
Issuances of common stock	—	—	—	(27,081)	—	—	28,697	1,616
Conversions to common stock	(3)	(43)	—	(970)	—	—	1,016	—
Stock-based compensation	—	—	—	17,446	—	—	—	17,446
Repurchase of common stock	—	—	—	—	—	—	(50,003)	(50,003)
Repurchase of subsidiary shares from noncontrolling interest	—	—	—	(7,520)	—	—	—	(7,520)
Balance at December 31, 2014	1	548	323,338	178,852	4,897,708	(846,156)	(4,477,032)	77,259
Net income - Pitney Bowes Inc.	—	—	—	—	407,943	—	—	407,943
Other comprehensive loss	—	—	—	—	—	(42,479)	—	(42,479)
Cash dividends								
Common	—	—	—	—	(150,073)	—	—	(150,073)
Preference	—	—	—	—	(41)	—	—	(41)
Issuances of common stock	—	—	—	(37,705)	—	—	34,487	(3,218)
Conversions to common stock	—	(43)	—	(916)	—	—	959	—
Stock-based compensation	—	—	—	21,049	—	—	—	21,049
Repurchase of common stock	—	—	—	—	—	—	(131,719)	(131,719)
Balance at December 31, 2015	$ 1	$ 505	$ 323,338	$ 161,280	$ 5,155,537	$ (888,635)	$(4,573,305)	$ 178,721

See Notes to Consolidated Financial Statements

1. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying Consolidated Financial Statements of Pitney Bowes Inc. (we, us, our, or the company) and its wholly owned subsidiaries have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP). Intercompany transactions and balances have been eliminated. Certain prior year amounts have been reclassified to conform to the current year presentation.

As a result of the acquisition of Borderfree, Inc. (Borderfree) in June 2015 and the sale of our Marketing Services business, Imagitas, in May 2015 (see Note 3), we realigned our segment reporting to conform to the way we now manage our segments and recast prior period amounts to conform to the current year presentation (see Note 2). Our business continues to be organized around three distinct sets of solutions – Small and Medium Business (SMB) Solutions, Enterprise Business Solutions and Digital Commerce Solutions (DCS). Under the new segment reporting, there were no changes to SMB Solutions or Enterprise Business Solutions; however, within DCS, our Software Solutions operations and Global Ecommerce operations are reported as reportable segments. The Other segment is comprised of Imagitas. Imagitas was previously reported in DCS.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses and accompanying disclosures, including the disclosure of contingent assets and liabilities. These estimates and assumptions are based on management's best knowledge of current events, historical experience and other information available when the financial statements are prepared. These estimates include, but are not limited to, revenue recognition for multiple element arrangements, the allocation of purchase price to tangible and intangible assets acquired and liabilities assumed in business combinations, goodwill and intangible asset impairment review, allowance for doubtful accounts and credit losses, residual values of leased assets, useful lives of long-lived and intangible assets, restructuring costs, pensions and other postretirement costs, income tax reserves, deferred tax asset valuation allowance, stock-based compensation expense and loss contingencies. Actual results could differ from those estimates and assumptions.

Cash Equivalents and Short-Term Investments

Cash equivalents include liquid investments with maturities of three months or less at the date of purchase. Short-term investments include investments with a maturity of greater than three months but less than one year from the reporting date.

Investment Securities

Investment securities that management has the positive intent and ability to hold to maturity are classified as held-to-maturity and are carried at amortized cost. Investment securities not classified as held-to-maturity are classified as available-for-sale and recorded at fair value, with unrealized gains and losses reported in other comprehensive income, net of tax. Purchase premiums and discounts are recognized in interest income using the effective interest method over the term of the security. Gains and losses on the sale of available-for-sale securities are recorded on the trade date and are determined using the specific identification method. Investment securities are recorded in the Consolidated Balance Sheets as cash and cash equivalents, short-term investments and other assets depending on the investment's maturity.

Accounts Receivable and Allowance for Doubtful Accounts

We estimate the probable losses on accounts receivable and provide an allowance for doubtful accounts. The estimate of probable losses is based on historical loss experience, aging of receivables, adverse situations that may affect a client's ability to pay and prevailing economic conditions. We continually evaluate the adequacy of the allowance for doubtful accounts and make adjustments as necessary. The assumptions used in determining an estimate of probable losses are inherently subjective and actual results may differ significantly from estimated reserves.

Accounts receivable are generally due within 30 days after the invoice date. Accounts deemed uncollectible are written off against the allowance after all collection efforts have been exhausted and management deems the account to be uncollectible. We believe that our accounts receivable credit risk is low because of the geographic and industry diversification of our clients and small account balances for most of our clients.

Finance Receivables and Allowance for Credit Losses

Finance receivables are composed of sales-type lease receivables and unsecured revolving loan receivables. We estimate the probable losses and provide an allowance for credit losses. The estimate of probable losses is based on historical loss experience, the nature and volume of our portfolios, adverse situations that may affect a client's ability to pay, prevailing economic conditions and our ability to manage the collateral. We continually evaluate the adequacy of the allowance for credit losses and make adjustments as necessary. The assumptions used in determining an estimate of credit losses are inherently subjective and actual results may differ significantly from estimated reserves.

We establish credit approval limits based on the credit quality of the client and the type of equipment financed. Our policy is to discontinue revenue recognition for lease receivables that are more than 120 days past due and for unsecured loan receivables that are more than 90 days past due. We resume revenue recognition when the client's payments reduce the account aging to less than 60 days past due. Finance receivables deemed uncollectible are written off against the allowance after all collection efforts have been exhausted and management deems the account to be uncollectible. We believe that our finance receivable credit risk is low because of the geographic and industry diversification of our clients and small account balances for most of our clients.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined on the last-in, first-out (LIFO) basis for most U.S. inventories and on the first-in, first-out (FIFO) basis for most non-U.S. inventories.

Fixed Assets

Property, plant and equipment and rental equipment are stated at cost and depreciated principally using the straight-line method over their estimated useful lives, which are up to 50 years for buildings, three to 15 years for machinery and equipment, four to six years for rental equipment and three to five years for computer equipment. Major improvements which add to productive capacity or extend the life of an asset are capitalized while repairs and maintenance are charged to expense as incurred. Leasehold improvements are amortized over the shorter of the estimated useful life or the remaining lease term. Fully depreciated assets are retained in fixed assets and accumulated depreciation until they are removed from service.

We capitalize certain costs of software developed for internal use. Capitalized costs include purchased materials and services, payroll and personnel-related costs and interest. The cost of internally developed software is amortized on a straight-line basis over its estimated useful life, principally three to 10 years

Intangible assets

Finite-lived intangible assets are amortized over their estimated useful lives, principally three to 15 years, using either the straight-line method or an accelerated attrition method.

Research and Development Costs

Research and product development costs include engineering costs related to research and product development activities and are expensed as incurred.

Impairment Review for Long-lived and Finite-Lived Intangible Assets

Long-lived assets and finite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be fully recoverable. The estimated undiscounted future cash flows expected to result from the use and eventual disposition of the asset is compared to the asset's carrying value. If the sum of the undiscounted cash flows is less than the asset's carrying value, an impairment charge is recorded for an amount by which the asset's carrying value exceeds its fair value. The fair value of the impaired asset is determined using probability weighted expected cash flow estimates, quoted market prices when available and appraisals, as appropriate. We derive cash flow estimates from our long-term business plans and historical experience.

Impairment Review for Goodwill

Goodwill is tested annually for impairment at the reporting unit level during the fourth quarter or sooner when circumstances indicate an impairment may exist. A reporting unit is the operating segment, or a business that is one level below that operating segment. Reporting units are aggregated as a single reporting unit if they have similar economic characteristics. Goodwill is tested for impairment using a two-step approach. In the first step, the fair value of each reporting unit is determined and compared to the reporting unit's carrying value, including goodwill. If the fair value of a reporting unit is less than its carrying value, the second step of the goodwill impairment test is performed to measure the amount of impairment, if any. In the second step, the fair value of the reporting unit is allocated to the assets and liabilities of the reporting unit as if it had been acquired in a business combination and the purchase price was equivalent to the fair

value of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to its assets and liabilities is referred to as the implied fair value of goodwill. The implied fair value of the reporting unit's goodwill is then compared to the actual carrying value of goodwill. If the implied fair value of goodwill is less than the carrying value of goodwill, an impairment loss is recognized for the difference. The fair value of a reporting unit is determined based on a combination of various techniques, including the present value of future cash flows, multiples of competitors and multiples from sales of like businesses.

Retirement Plans

Net periodic benefit cost includes current service cost, interest cost, expected return on plan assets and the amortization of actuarial gains and losses. Actuarial gains and losses arise from actual experiences that differ from previous assumptions as well as changes in assumptions including expected return on plan assets, discount rates used to measure pension and other postretirement obligations and life expectancy. The expected return on assets is measured using the market-related value of assets, which is a calculated value that recognizes changes in the fair value of plan assets over five years. Actuarial gains and losses are recognized in other comprehensive income, net of tax, and amortized to benefit cost over the life expectancy of inactive plan participants. The funded status of pension and other postretirement benefit plans is recognized in the Consolidated Balance Sheets.

Stock-based Compensation

We measure compensation expense for stock-based awards based on the estimated fair value of the awards expected to vest (net of estimated forfeitures) and recognize the expense on a straight-line basis over the requisite service period. The fair value of stock awards is estimated using a Black-Scholes valuation model or a Monte Carlo simulation model. These models require assumptions be made regarding the expected stock price volatility, risk-free interest rate, life of the award and dividend yield. The expected stock price volatility is based on historical price changes of our stock. The risk-free interest rate is based on U.S. Treasuries with a term equal to the expected life of the stock award. The expected life of the award and expected dividend yield are based on historical experience. We believe that the valuation techniques and underlying assumptions are appropriate in estimating the fair value of stock awards.

Revenue Recognition

We derive revenue from multiple sources including sales, rentals, financing and services. Certain transactions are consummated at the same time and can therefore generate revenue from multiple sources. The most common form of these transactions involves a sale or non-cancelable lease of equipment, a meter rental and an equipment maintenance agreement. In these multiple element arrangements, revenue is allocated to each of the elements based on relative "selling prices" and the selling price for each of the elements is determined based on vendor specific objective evidence (VSOE). We establish VSOE of selling prices for our products and services based on the prices charged for each element when sold separately in standalone transactions. The allocation of relative selling price to the various elements impacts the timing of revenue recognition, but does not change the total revenue recognized. Revenue is allocated to the meter rental and equipment maintenance agreement elements using their respective selling prices charged in standalone and renewal transactions. For a sale transaction, revenue is allocated to the equipment based on a range of selling prices in standalone transactions. For a lease transaction, revenue is allocated to the equipment based on the present value of the remaining minimum lease payments. The amount allocated to equipment is compared to the range of selling prices in standalone transactions during the period to ensure the allocated equipment amount approximates average selling prices. More specifically, revenue related to our offerings is recognized as follows:

Sales Revenue

Sales of Equipment
We sell equipment directly to our customers and to distributors (re-sellers) throughout the world. We recognize revenue from these sales when the risks and rewards of ownership transfer to the client, which is generally upon shipment or acceptance by the customer. We recognize revenue from the sale of equipment under sales-type leases as equipment sales revenue at the inception of the lease. We do not typically offer any rights of return or stock balancing rights. Sales revenue from customized equipment, mail creation equipment and shipping products is generally recognized when installed.

Sales of Supplies
Revenue related to supplies is generally recognized upon delivery.

Standalone Software Sales and Integration Services
We also have multiple element arrangements containing only software and software related elements. Software related elements may include maintenance and support services, data subscriptions, training and integration services. Under these multiple element arrangements, we allocate revenue based on VSOE for software related elements and use the residual method to determine the amount of software licenses revenue. Under the residual method, the fair-value of the undelivered elements is deferred and the remaining portion of the arrangement consideration is allocated to the delivered elements and recognized as revenue. The majority of our software license

arrangements are bundled with maintenance and support services and we establish VSOE of fair value using a bell-shaped curve analysis for maintenance and support services renewal rates. If we cannot obtain VSOE for any undelivered software element, revenue is deferred until all deliverables have been delivered or until VSOE can be determined for any remaining undelivered software elements.

We recognize revenue from standalone software licenses upon delivery of the product when persuasive evidence of an arrangement exists, delivery has occurred, the fee is fixed and determinable and collectability is probable. For software licenses that are included in a lease contract, we recognize revenue upon shipment of the software unless the lease contract specifies that the license expires at the end of the lease or the price of the software is deemed not fixed or determinable based on historical evidence of similar software leases. In these instances, revenue is recognized on a straight-line basis over the term of the lease contract. We recognize revenue from software requiring integration services at the point of customer acceptance. We recognize revenue related to off-the-shelf perpetual software licenses generally upon shipment.

Rentals Revenue

We rent equipment, primarily postage meters and mailing equipment, under short-term rental agreements. Rentals revenue includes revenue from the subscription for digital meter services. We may invoice in advance for postage meter rentals according to the terms of the agreement. We initially defer these advanced billings and recognize rentals revenue on a straight-line basis over the invoice period. Revenues generated from financing clients for the continued use of equipment subsequent to the expiration of the original lease are recognized as rentals revenue.

We capitalize certain initial direct costs incurred in consummating a rental transaction and recognize these costs over the expected term of the agreement. Amortization of initial direct costs was $8 million, $10 million and $11 million in 2015, 2014 and 2013, respectively. Initial direct costs included in rental property and equipment, net in the Consolidated Balance Sheets at December 31, 2015 and 2014 were $20 million and $22 million, respectively.

Financing Revenue

We provide lease financing for our products primarily through sales-type leases. We also provide revolving lines of credit to our clients for the purchase of postage and supplies. We believe that our sales-type lease portfolio contains only normal collection risk. Accordingly, we record the fair value of equipment as sales revenue, the cost of equipment as cost of sales and the minimum lease payments plus the estimated residual value as finance receivables. The difference between the finance receivable and the equipment fair value is recorded as unearned income and is amortized as income over the lease term using the interest method.

Equipment residual values are determined at inception of the lease using estimates of equipment fair value at the end of the lease term. Estimates of future equipment fair value are based primarily on historical experience. We also consider forecasted supply and demand for various products, product retirement and launch plans, regulatory changes, remanufacturing strategies, used equipment markets, if any, competition and technological changes. We evaluate residual values on an annual basis or sooner if circumstances warrant. Declines in estimated residual values considered "other-than-temporary" are recognized immediately. Estimated increases in future residual values are not recognized until the equipment is remarketed.

Support Services Revenue

We provide support services for our equipment primarily through maintenance contracts. Revenue related to these agreements is recognized on a straight-line basis over the term of the agreement.

Business Services Revenue

Business services revenue includes revenue from presort mail services, global ecommerce solutions and shipping solutions. Prior to our divestiture of Imagitas in May 2015, business services revenue also included revenues from direct marketing services. Revenue for these services were recognized as the services were provided.

We also evaluate whether it is appropriate to record revenue on a gross basis when we are acting as a principal in the transaction or net of costs when we are acting as an agent between the client and the vendor. We consider several factors in determining whether we are acting as principal or agent such as whether we are the primary obligor to the client, have control over the pricing and have credit risk.

Shipping and Handling

Shipping and handling costs are recognized as incurred and recorded in cost of revenues.

Deferred Marketing Costs

We capitalize certain costs associated with the acquisition of new customers and recognize these costs over the expected revenue stream of eight years. Amortization of deferred marketing costs was $18 million, $23 million and $27 million in 2015, 2014 and 2013, respectively. Deferred marketing costs included in other assets in the Consolidated Balance Sheets at December 31, 2015 and 2014 were $43 million and $49 million, respectively. We review individual marketing programs for impairment on a quarterly basis or as circumstances warrant.

Restructuring Charges

Costs associated with restructuring actions and other exit or disposal activities include employee severance and other employee separation costs and lease termination costs. These costs are recognized when a liability has been incurred, which is generally upon communication to the affected employees or exit from a leased facility, and the amount to be paid is both probable and reasonably estimable. The rates used in determining severance accruals are based on company policy, historical experience and negotiated settlements.

Derivative Instruments

In the normal course of business, we are exposed to the impact of changes in foreign currency exchange rates and interest rates. We limit these risks by following established risk management policies and procedures, including the use of derivatives. We use derivative instruments to limit the effects of currency exchange rate fluctuations on financial results and manage the related cost of debt. We do not use derivatives for trading or speculative purposes.

We record our derivative instruments at fair value and the accounting for changes in fair value depends on the intended use of the derivative, the resulting designation and the effectiveness of the instrument in offsetting the risk exposure it is designed to hedge. To qualify as a hedge, a derivative must be highly effective in offsetting the risk designated for hedging purposes. The hedge relationship must be formally documented at inception, detailing the particular risk management objective and strategy for the hedge. The effectiveness of the hedge relationship is evaluated on a retrospective and prospective basis.

The use of derivative instruments exposes us to counterparty credit risk. To mitigate such risks, we enter into contracts with only those financial institutions that meet stringent credit requirements. We regularly review our credit exposure balances as well as the creditworthiness of our counterparties. We have not seen a material change in the creditworthiness of those banks acting as derivative counterparties.

Income Taxes

We recognize deferred tax assets and liabilities for the future tax consequences attributable to differences between the carrying amounts of assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using the enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date of such change. A valuation allowance is provided when it is more likely than not that a deferred tax asset will not be realized. In assessing whether a valuation allowance is necessary, and the amount of such allowance, we consider all available evidence for each jurisdiction including past operating results, estimates of future taxable income and the feasibility of ongoing tax planning strategies. As new information becomes available that would alter our determination as to the amount of deferred tax assets that will ultimately be realized, we adjust the valuation allowance with a corresponding impact to income tax expense in the period in which such determination is made.

Earnings per Share

Basic earnings per share is based on the weighted-average number of common shares outstanding during the year. Diluted earnings per share also includes the dilutive effect of stock awards, preference stock, preferred stock and stock purchase plans.

Translation of Non-U.S. Currency Amounts

In general, the functional currency of our foreign operations is the local currency. Assets and liabilities of subsidiaries operating outside the U.S. are translated at rates in effect at the end of the period and revenue and expenses are translated at average monthly rates during the period. Net deferred translation gains and losses are included as a component of accumulated other comprehensive income.

Loss Contingencies

In the ordinary course of business, we are routinely defendants in, or party to, a number of pending and threatened legal actions. On a quarterly basis, we review the status of each significant matter and assess the potential financial exposure. If the potential loss from any claim or legal action is considered probable and can be reasonably estimated, we establish a liability for the estimated loss. The assessment of the ultimate outcome of each claim or legal action and the determination of the potential financial exposure requires significant

judgment. Estimates of potential liabilities for claims or legal actions are based only on information that is available at that time. As additional information becomes available, we may revise our estimates, and these revisions could have a material impact on our results of operations and financial position. Legal fees are expensed as incurred.

Reclassification

In 2015, we determined that certain investments were classified as cash and cash equivalents. Accordingly, the Consolidated Balance Sheet at December 2014 has been revised to reduce cash and cash equivalents by $25 million, and increase short-term investments by $17 million and other assets by $8 million. Additionally, the Consolidated Statements of Cash Flows for the years ended December 31, 2014 and 2013 have also been revised to reduce cash and cash equivalents and increase short-term investments and other assets for certain investment accounts.

During 2015, we determined that certain customer deposits at December 31, 2014 within current liabilities should have been classified as either a current asset or a non-current liability. Accordingly, the Consolidated Balance Sheet at December 31, 2014 has been revised by increasing accounts receivable by $23 million, accounts payable and accrued liabilities by $14 million and other non-current liabilities by $9 million.

New Accounting Pronouncements

In November 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standard Update (ASU) 2015-17, *Balance Sheet Classification of Deferred Taxes*, which requires all deferred tax assets and liabilities to be presented as noncurrent in the balance sheet. The ASU is effective for interim and annual periods beginning after December 15, 2016, and can be applied either prospectively or retrospectively. Early adoption is permitted. We have elected to retrospectively adopt this ASU effective December 31, 2015. Accordingly, the Consolidated Balance Sheet at December 31, 2014 has been revised by reducing current income tax assets by $12 million and current income tax liabilities by $60 million and increasing noncurrent income taxes by $2 million and deferred taxes on income by $50 million.

In September 2015, the FASB issued ASU 2015-16, *Business Combinations - Simplifying the Accounting for Measurement-Period Adjustments,* which eliminates the requirement to restate prior period financial statements for measurement period adjustments. The new guidance requires that the cumulative impact of a measurement period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment is identified. Consistent with existing guidance, the new guidance requires an acquirer to disclose the nature and amount of measurement period adjustments. The ASU is effective for interim and annual periods beginning after December 15, 2015 and requires that measurement period adjustments be applied prospectively. Early adoption is permitted. We will adopt this standard in the first quarter of 2016 and currently do not expect the adoption of this standard will have a significant impact on our consolidated financial statements or disclosures.

In July 2015, the FASB issued ASU 2015-11, *Inventory - Simplifying the Measurement of Inventory*, which requires inventory to be measured at the lower of cost and net realizable value (estimated selling price less reasonably predictable costs of completion, disposal and transportation). Prior to this guidance, inventory was measured at the lower of cost or market (where market was defined as replacement cost, with a ceiling of net realizable value and a floor of net realizable value of inventory, less a normal profit margin). Inventory measured using LIFO is not impacted by the new guidance. The ASU is effective for fiscal years beginning after December 15, 2016 and interim periods therein. Early adoption is permitted. We do not believe this standard will have a significant impact on our consolidated financial statements or disclosures.

In April 2015, the FASB issued ASU 2015-05, *Intangibles - Goodwill and Other - Internal-Use Software, Customer's Accounting for Fees Paid in a Cloud Computing Arrangement*, which provides guidance on fees paid by an entity in a cloud computing arrangement and whether an arrangement includes a license to the underlying software. This standard is effective for fiscal periods beginning after December 15, 2015. We will adopt this standard in the first quarter of 2016 and the adoption of this standard will not have a significant impact on our consolidated financial statements or disclosures.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs,* which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the associated debt liability. This standard is effective for fiscal periods beginning after December 15, 2015. We will adopt this standard in the first quarter of 2016. Upon adoption, debt issuance costs currently recorded as other assets in the Consolidated Balance Sheets will be reclassified as a reduction in long-term debt. At December 31, 2015, debt issuance costs included in other assets in the Consolidated Balance Sheet was $18 million.

In January 2015, the FASB issued ASU 2015-01, *Income Statement - Extraordinary and Unusual Items,* which removes the concept of extraordinary items, thereby eliminating the need for companies to assess transactions for extraordinary treatment. The standard retained the presentation and disclosure requirements for items that are unusual in nature and/or infrequent in occurrence. The standard is effective

for fiscal periods beginning after December 15, 2015. We will adopt this standard in the first quarter of 2016 and the adoption of this standard will not have an impact on our consolidated financial statements or disclosures.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers.* The standard requires companies to recognize revenue for the transfer of goods and services to customers in amounts that reflect the consideration the company expects to receive in exchange for those goods and services. The standard will also result in enhanced disclosures about revenue. In July 2015, the FASB approved a one-year deferral of the effective date. This standard is now effective for fiscal periods beginning after December 15, 2017. The standard can be adopted either retrospectively or as a cumulative-effect adjustment. Companies are permitted to adopt the standard as early as the original public entity effective date (fiscal periods beginning after December 15, 2016). Early adoption prior to that date is prohibited. We are currently assessing the impact this standard will have on our consolidated financial statements and disclosures.

2. Segment Information

The principal products and services of each of our reportable segments are as follows:

Small & Medium Business Solutions:

North America Mailing: Includes the revenue and related expenses from the sale, rental, financing and servicing of mailing equipment, software and supplies for small and medium businesses to efficiently create physical and digital mail and evidence postage for the sending of mail, flats and parcels in the U.S. and Canada.

International Mailing: Includes the revenue and related expenses from the sale, rental, financing and servicing of mailing equipment, software and supplies for small and medium businesses to efficiently create physical and digital mail and evidence postage for the sending of mail, flats and parcels in areas outside the U.S. and Canada.

Enterprise Business Solutions:

Production Mail: Includes the worldwide revenue and related expenses from the sale of production mail inserting and sortation equipment, high-speed production print systems, supplies and related support services to large enterprise clients to process inbound and outbound mail.

Presort Services: Includes revenue and related expenses from presort mail services for our large enterprise clients to qualify large mail volumes for postal worksharing discounts.

Digital Commerce Solutions:

Software Solutions: Includes the worldwide revenue and related expenses from the sale of non-equipment-based mailing, customer information management, location intelligence and customer engagement solutions and related support services.

Global Ecommerce: Includes the worldwide revenue and related expenses from cross-border ecommerce and shipping solutions.

We determine segment earnings before interest and taxes (EBIT) by deducting from segment revenue the related costs and expenses attributable to the segment. Segment EBIT excludes interest, taxes, general corporate expenses, restructuring charges and asset impairment charges, which are not allocated to a particular business segment. Management uses segment EBIT to measure profitability and performance at the segment level. Management believes segment EBIT provides a useful measure of our operating performance and underlying trends of the businesses. Segment EBIT may not be indicative of our overall consolidated performance and therefore, should be read in conjunction with our consolidated results of operations.

The following tables provide information about our reportable segments.

	Revenues		
	Years Ended December 31,		
	2015	2014	2013
North America Mailing	$ 1,435,140	$ 1,491,927	$ 1,555,585
International Mailing	445,328	572,440	602,582
Small & Medium Business Solutions	1,880,468	2,064,367	2,158,167
Production Mail	421,178	462,199	511,544
Presort Services	473,612	456,556	430,469
Enterprise Business Solutions	894,790	918,755	942,013
Software Solutions	385,908	428,662	395,038
Global Ecommerce	362,087	281,643	169,908
Digital Commerce Solutions	747,995	710,305	564,946
Other	54,807	128,077	126,209
Total revenue	$ 3,578,060	$ 3,821,504	$ 3,791,335
Geographic Data:			
United States	$ 2,681,285	$ 2,743,957	$ 2,654,301
Outside United States	896,775	1,077,547	1,137,034
Total	$ 3,578,060	$ 3,821,504	$ 3,791,335

	EBIT		
	Years Ended December 31,		
	2015	2014	2013
North America Mailing	$ 646,913	$ 642,521	$ 640,830
International Mailing	51,070	88,710	71,516
Small & Medium Business Solutions	697,983	731,231	712,346
Production Mail	48,254	47,543	55,000
Presort Services	104,655	98,230	83,259
Enterprise Business Solutions	152,909	145,773	138,259
Software Solutions	48,531	51,193	47,707
Global Ecommerce	19,229	16,633	1,214
Digital Commerce Solutions	67,760	67,826	48,921
Other	10,569	19,240	5,856
Total EBIT	929,221	964,070	905,382
Reconciling items:			
Interest, net	(159,374)	(169,450)	(186,987)
Unallocated corporate expenses	(213,095)	(233,126)	(217,458)
Restructuring charges and asset impairments, net	(25,782)	(84,560)	(84,344)
Acquisition/disposition related expenses	(14,983)	—	—
Other income (expense), net	94,838	(45,738)	(32,639)
Income from continuing operations before income taxes	$ 610,825	$ 431,196	$ 383,954

	Depreciation and amortization		
	Years Ended December 31,		
	2015	2014	2013
North America Mailing	$ 58,141	$ 68,291	$ 81,238
International Mailing	23,262	30,629	29,515
Small & Medium Business Solutions	81,403	98,920	110,753
Production Mail	4,075	7,740	15,740
Presort Services	27,305	28,462	29,999
Enterprise Business Solutions	31,380	36,202	45,739
Software Solutions	18,151	20,653	16,237
Global Ecommerce	21,025	8,073	3,592
Digital Commerce Solutions	39,176	28,726	19,829
Other	2,057	4,928	4,532
Total for reportable segments	154,016	168,776	180,853
Reconciliation to consolidated amount:			
Unallocated amount	19,296	29,312	14,052
Discontinued operations	—	—	16,338
Consolidated depreciation and amortization	$ 173,312	$ 198,088	$ 211,243

	Capital expenditures		
	Years Ended December 31,		
	2015	2014	2013
North America Mailing	$ 60,204	$ 67,596	$ 57,973
International Mailing	11,196	13,966	25,386
Small & Medium Business Solutions	71,400	81,562	83,359
Production Mail	3,418	801	2,875
Presort Services	17,096	17,457	12,512
Enterprise Business Solutions	20,514	18,258	15,387
Software Solutions	1,688	3,573	3,406
Global Ecommerce	17,321	6,356	19,111
Digital Commerce Solutions	19,009	9,929	22,517
Other	857	2,538	3,045
Total for reportable segments	111,780	112,287	124,308
Reconciliation to consolidated amount:			
Unallocated amount	54,549	68,269	4,876
Discontinued operations	—	—	8,328
Consolidated capital expenditures	$ 166,329	$ 180,556	$ 137,512

	Assets		
	December 31,		
	2015	2014	2013
North America Mailing	$ 2,421,095	$ 2,614,123	$ 2,767,743
International Mailing	594,540	687,233	856,073
Small & Medium Business Solutions	3,015,635	3,301,356	3,623,816
Production Mail	244,156	266,831	305,428
Presort Services	374,647	346,850	343,206
Enterprise Business Solutions	618,803	613,681	648,634
Software Solutions	858,308	884,190	866,319
Global Ecommerce	580,662	117,744	154,402
Digital Commerce Solutions	1,438,970	1,001,934	1,020,721
Other	—	210,171	221,292
Total for reportable segments	5,073,408	5,127,142	5,514,463
Reconciliation to consolidated amount:			
Cash and cash equivalents	650,557	1,054,118	886,788
Short-term investments	117,021	49,135	52,146
Other corporate assets	300,476	261,294	222,641
Discontinued operations	—	—	101,398
Consolidated assets	$ 6,141,462	$ 6,499,702	$ 6,777,436
Identifiable long-lived assets:			
United States	$ 437,704	$ 391,311	$ 351,772
Outside United States	73,046	94,160	119,545
Total	$ 510,750	$ 485,471	$ 471,317

3. Business Combinations and Divestiture

Business Combinations

Borderfree

In June 2015, we acquired 100% of the outstanding shares of Borderfree. Borderfree provides cross-border ecommerce solutions through a proprietary technology and services platform that enables retailers to transact with consumers around the world. Borderfree is reported within our Global Ecommerce segment (see Note 2). The purchase price was $381 million, net of $92 million of cash acquired. In addition, we also paid $10 million for the accelerated vesting and settlement of Borderfree stock-based compensation awards and $8 million of transaction costs. The expense related to Borderfree stock-based compensation awards was recognized as selling, general and administrative expenses and the transaction costs were recognized within other (income) expense, net in the Consolidated Statements of Income.

The allocation of the purchase price to the fair values of assets acquired and liabilities assumed was as follows:

Accounts receivable	$ 13,860
Fixed assets	7,329
Goodwill	300,020
Intangible assets	137,500
Accounts payable and other current liabilities	(35,785)
Deferred taxes, net	(40,798)
Other assets and liabilities, net	(677)
	$ 381,449

Goodwill represents the excess of the purchase price over the fair values of assets acquired and liabilities assumed. Goodwill is primarily attributable to expected growth opportunities, synergies and other benefits that we believe will result from combining the operations of Borderfree with our operations. Goodwill is not deductible for tax purposes.

Intangible assets acquired consisted of the following:

	Value	Amortization period
Customer relationships	$ 116,200	10 years
Developed technology	12,600	5 years
Trade names	8,700	5 years
	$ 137,500	

The results of operations of Borderfree are included in our consolidated results from the date of acquisition. Our consolidated operating results for the year ended December 31, 2015 includes revenue of $63 million from Borderfree operations. On a supplemental pro forma basis, had we acquired Borderfree on January 1, 2014, revenue would have been $47 million and $125 million higher for the years ended December 31, 2015 and 2014, respectively. The impact on earnings would not have been material.

Other Acquisitions

In October 2015, we acquired the net assets of Zip Mail Services, Inc. (Zip Mail) for $6 million in cash plus additional payments totaling $1 million during the period 2016-2017. Zip Mail acts as an intermediary between customers and the U.S. Postal Service. Zip Mail offers mailing services that include presorting of first class, standard class and flat mail. Zip Mail is reported within our Presort Services segment.

In May 2015, we acquired Real Time Content, Inc. (RTC) for $6 million, net of cash acquired. RTC provides technology that enables clients to provide personalized interactive video communications to their customers. RTC is reported within our Software Solutions segment.

In January 2016, we acquired Enroute Systems Corporation (Enroute) for $14 million in cash plus potential additional payments during the periods 2017-2019 based on the achievement of revenue targets during the periods 2016-2018. Enroute is a cloud-based, software-as-a-service enterprise retail and fulfillment solutions company. Enroute will be reported within our Global Ecommerce segment.

Divestiture

In May 2015, we sold Imagitas for net proceeds of $292 million. We recognized a pre-tax gain of $111 million, which was reported within other (income) expense, net in the Consolidated Statements of Income.

4. Discontinued Operations

Discontinued operations include the results of our Document Imaging Solutions (DIS) business sold in 2014 and our Management Services business (PBMS), Nordic furniture business and International Mailing business (IMS) sold in 2013. Discontinued operations also include certain tax benefits related to our Capital Services business that was sold in 2006.

Income from discontinued operations in 2015 of $5.3 million primarily includes a favorable tax adjustment related to the sale of DIS. Income (loss) from discontinued operations for 2014 and 2013 are shown in the following tables.

	Year Ended December 31, 2014				
	PBMS	IMS	Nordic furniture business	DIS	Total
Revenue	$ —	$ —	$ —	$ 19,858	$ 19,858
(Loss) income from operations	$ (245)	$ 308	$ 509	$ 2,123	$ 2,695
Gain on sale	2,778	1,994	—	24,733	29,505
Income before taxes	2,533	2,302	509	26,856	32,200
Tax (benefit) provision	(6,931)	851	141	18,184	12,245
Net income	$ 9,464	$ 1,451	$ 368	$ 8,672	$ 19,955
Capital Services, net of tax					13,794
Income from discontinued operations					$ 33,749

	Year Ended December 31, 2013				
	PBMS	IMS	Nordic furniture business	DIS	Total
Revenue	$ 639,237	$ 23,036	$ 37,785	$ 78,066	$ 778,124
(Loss) income from operations	$ (118,017)	$ (3,057)	$ (4,037)	$ 19,223	$ (105,888)
Gain (loss) on sale	5,126	(2,717)	4,562	—	6,971
(Loss) income before taxes	(112,891)	(5,774)	525	19,223	(98,917)
Tax provision (benefit)	41,384	(1,064)	149	5,102	45,571
Net (loss) income	$ (154,275)	$ (4,710)	$ 376	$ 14,121	$ (144,488)
Capital Services, net of tax					(289)
Loss from discontinued operations					$ (144,777)

5. *Earnings per Share*

The calculations of basic and diluted earnings per share for the years ended December 31, 2015, 2014 and 2013 are presented below. The sum of earnings per share amounts may not equal the totals due to rounding.

	Years Ended December 31,		
	2015	2014	2013
Numerator:			
Amounts attributable to common stockholders:			
Net income from continuing operations	**$ 402,672**	$ 300,006	$ 287,612
Income (loss) from discontinued operations	**5,271**	33,749	(144,777)
Net income (numerator for diluted EPS)	**407,943**	333,755	142,835
Less: Preference stock dividend	**41**	44	46
Income attributable to common stockholders (numerator for basic EPS)	**$ 407,902**	$ 333,711	$ 142,789
Denominator (in thousands):			
Weighted-average shares used in basic EPS	**199,835**	201,992	201,614
Effect of dilutive shares:			
Preferred stock	**1**	1	2
Preference stock	**321**	344	381
Stock plans	**788**	1,624	960
Weighted-average shares used in diluted EPS	**200,945**	203,961	202,957
Basic earnings per share:			
Continuing operations	**$ 2.01**	$ 1.49	$ 1.43
Discontinued operations	**0.03**	0.17	(0.72)
Net income attributable to Pitney Bowes Inc.	**$ 2.04**	$ 1.65	$ 0.71
Diluted earnings per share:			
Continuing operations	**$ 2.00**	$ 1.47	$ 1.42
Discontinued operations	**0.03**	0.17	(0.71)
Net income attributable to Pitney Bowes Inc.	**$ 2.03**	$ 1.64	$ 0.70
Anti-dilutive options excluded from diluted earnings per share (in thousands):	**8,079**	7,322	12,448

6. *Inventories*

Inventories at December 31, 2015 and 2014 consisted of the following:

	December 31,	
	2015	2014
Raw materials	**$ 25,803**	$ 30,986
Work in Process	**6,408**	6,189
Supplies and service parts	**44,323**	33,760
Finished products	**24,618**	26,992
Inventory at FIFO cost	**101,152**	97,927
Excess of FIFO cost over LIFO cost	**(12,328)**	(13,100)
Total inventory, net	**$ 88,824**	$ 84,827

7. *Finance Assets*

Finance Receivables

Finance receivables are comprised of sales-type lease receivables and unsecured revolving loan receivables. Sales-type lease receivables are generally due in monthly, quarterly or semi-annual installments over periods ranging from three to five years. Loan receivables arise primarily from financing services offered to our clients for postage and supplies. Loan receivables are generally due each month; however, customers may rollover outstanding balances. Interest is recognized on loan receivables using the effective interest method and related annual fees are initially deferred and recognized ratably over the annual period covered. Customer acquisition costs are expensed as incurred.

Finance receivables at December 31, 2015 and 2014 consisted of the following:

	December 31, 2015			December 31, 2014		
	North America	International	Total	North America	International	Total
Sales-type lease receivables						
Gross finance receivables	$ 1,212,390	$ 308,099	$ 1,520,489	$ 1,286,624	$ 366,669	$ 1,653,293
Unguaranteed residual values	100,000	15,709	115,709	105,205	18,291	123,496
Unearned income	(252,522)	(68,965)	(321,487)	(270,196)	(83,110)	(353,306)
Allowance for credit losses	(6,735)	(3,614)	(10,349)	(10,281)	(5,129)	(15,410)
Net investment in sales-type lease receivables	1,053,133	251,229	1,304,362	1,111,352	296,721	1,408,073
Loan receivables						
Loan receivables	363,672	41,604	405,276	376,987	47,665	424,652
Allowance for credit losses	(9,896)	(1,518)	(11,414)	(10,912)	(1,788)	(12,700)
Net investment in loan receivables	353,776	40,086	393,862	366,075	45,877	411,952
Net investment in finance receivables	$ 1,406,909	$ 291,315	$ 1,698,224	$ 1,477,427	$ 342,598	$ 1,820,025

Loans receivables are due within one year. Maturities of gross sales-type lease finance receivables at December 31, 2015 were as follows:

	Sales-type Lease Receivables		
	North America	International	Total
2016	$ 551,403	$ 122,350	$ 673,753
2017	340,562	87,141	427,703
2018	200,836	56,907	257,743
2019	91,091	31,073	122,164
2020	23,320	9,274	32,594
Thereafter	5,178	1,354	6,532
Total	$ 1,212,390	$ 308,099	$ 1,520,489

Allowance for Credit Losses

Activity in the allowance for credit losses for the years ended December 31, 2015, 2014 and 2013 was as follows:

	Sales-type Lease Receivables		Loan Receivables		
	North America	International	North America	International	Total
Balance at December 31, 2012	$ 16,979	$ 8,662	$ 12,322	$ 2,131	$ 40,094
Amounts charged to expense	4,584	4,553	9,663	1,254	20,054
Accounts written off	(7,398)	(3,512)	(10,820)	(1,469)	(23,199)
Balance at December 31, 2013	14,165	9,703	11,165	1,916	36,949
Amounts charged to expense	4,346	866	10,237	1,626	17,075
Accounts written off	(8,230)	(5,440)	(10,490)	(1,754)	(25,914)
Balance at December 31, 2014	10,281	5,129	10,912	1,788	28,110
Amounts charged to expense	**1,189**	**890**	**8,286**	**1,023**	**11,388**
Accounts written off	**(4,735)**	**(2,405)**	**(9,302)**	**(1,293)**	**(17,735)**
Balance at December 31, 2015	**$ 6,735**	**$ 3,614**	**$ 9,896**	**$ 1,518**	**$ 21,763**

Aging of Receivables

The aging of finance receivables at December 31, 2015 and 2014 was as follows:

	Sales-type Lease Receivables		Loan Receivables		
	North America	International	North America	International	Total
December 31, 2015					
Less than 30 days	**$ 1,147,455**	**$ 291,777**	**$ 348,730**	**$ 39,259**	**$ 1,827,221**
31 - 60 days	**27,037**	**7,496**	**8,010**	**1,435**	**43,978**
61 - 90 days	**18,740**	**3,744**	**3,312**	**423**	**26,219**
> 90 days	**19,158**	**5,082**	**3,620**	**487**	**28,347**
Total	**$ 1,212,390**	**$ 308,099**	**$ 363,672**	**$ 41,604**	**$ 1,925,765**
Past due amounts > 90 days					
Still accruing interest	**$ 5,041**	**$ 1,617**	**$ —**	**$ —**	**$ 6,658**
Not accruing interest	**14,117**	**3,465**	**3,620**	**487**	**21,689**
Total	**$ 19,158**	**$ 5,082**	**$ 3,620**	**$ 487**	**$ 28,347**

	Sales-type Lease Receivables		Loan Receivables		
	North America	International	North America	International	Total
December 31, 2014					
Less than 30 days	$ 1,217,623	$ 347,236	$ 359,672	$ 45,678	$ 1,970,209
31 - 60 days	23,242	6,207	9,245	1,201	39,895
61 - 90 days	24,198	4,494	3,498	413	32,603
> 90 days	21,561	8,732	4,572	373	35,238
Total	$ 1,286,624	$ 366,669	$ 376,987	$ 47,665	$ 2,077,945
Past due amounts > 90 days					
Still accruing interest	$ 5,931	$ 2,517	$ —	$ —	$ 8,448
Not accruing interest	15,630	6,215	4,572	373	26,790
Total	$ 21,561	$ 8,732	$ 4,572	$ 373	$ 35,238

Credit Quality

The extension of credit and management of credit lines to new and existing clients uses a combination of an automated credit score, where available, and a detailed manual review of the client's financial condition and, when applicable, payment history. Once credit is granted, the payment performance of the client is managed through automated collections processes and is supplemented with direct follow up should an account become delinquent. We have robust automated collections and extensive portfolio management processes. The portfolio management processes ensure that our global strategy is executed, collection resources are allocated appropriately and enhanced tools and processes are implemented as needed.

We use a third party to score the majority of the North America portfolio on a quarterly basis using a commercial credit score. We do not use a third party to score our International portfolio because the cost to do so is prohibitive, given that it is a localized process and there is no single credit score model that covers all countries.

The table below shows the North America portfolio at December 31, 2015 and 2014 by relative risk class (low, medium, high) based on the relative scores of the accounts within each class. The relative scores are determined based on a number of factors, including the company type, ownership structure, payment history and financial information. A fourth class is shown for accounts that are not scored. Absence of a score is not indicative of the credit quality of the account. The degree of risk, as defined by the third party, refers to the relative risk that an account in the next 12 month period may become delinquent.

- Low risk accounts are companies with very good credit scores and are considered to approximate the top 30% of all commercial borrowers.
- Medium risk accounts are companies with average to good credit scores and are considered to approximate the middle 40% of all commercial borrowers.
- High risk accounts are companies with poor credit scores, are delinquent or are at risk of becoming delinquent and are considered to approximate the bottom 30% of all commercial borrowers.

	December 31,	
	2015	2014
Sales-type lease receivables		
Low	$ 926,387	$ 936,979
Medium	192,645	230,799
High	37,573	45,202
Not Scored	55,785	73,644
Total	$ 1,212,390	$ 1,286,624
Loan receivables		
Low	$ 260,204	$ 259,436
Medium	85,671	96,243
High	10,810	10,913
Not Scored	6,987	10,395
Total	$ 363,672	$ 376,987

8. Fixed Assets

Fixed assets at December 31, 2015 and 2014 consisted of the following:

	December 31,	
	2015	2014
Land	**$ 9,908**	$ 9,908
Capitalized Software	**87,102**	44,152
Buildings	**218,261**	213,196
Machinery and equipment	**897,532**	879,222
	1,212,803	1,146,478
Accumulated depreciation	**(882,715)**	(861,387)
Property, plant and equipment, net	**$ 330,088**	$ 285,091
Rental property and equipment	**$ 407,495**	$ 462,244
Accumulated depreciation	**(226,833)**	(261,864)
Rental property and equipment, net	**$ 180,662**	$ 200,380

Depreciation expense was $136 million, $165 million and $158 million for the years ended December 31, 2015, 2014 and 2013, respectively.

9. Intangible Assets and Goodwill

Intangible assets

Intangible assets at December 31, 2015 and 2014 consisted of the following:

	December 31, 2015			December 31, 2014		
	Gross Carrying Amount	**Accumulated Amortization**	**Net Carrying Amount**	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	**$ 437,459**	**$ (272,353)**	**$ 165,106**	$ 337,438	$ (263,121)	$ 74,317
Supplier relationships	**—**	**—**	**—**	29,000	(27,913)	1,087
Software & technology	**149,591**	**(135,198)**	**14,393**	160,825	(154,610)	6,215
Trademarks & other	**35,314**	**(27,435)**	**7,879**	33,079	(32,525)	554
Total intangible assets, net	**$ 622,364**	**$ (434,986)**	**$ 187,378**	$ 560,342	$ (478,169)	$ 82,173

Amortization expense for intangible assets was $37 million, $34 million and $37 million for the years ended December 31, 2015, 2014 and 2013, respectively. The future amortization expense for intangible assets at December 31, 2015 was as follows:

Year ended December 31,	
2016	$ 38,165
2017	27,400
2018	24,800
2019	21,741
2020	17,025
Thereafter	58,247
Total	$ 187,378

Actual amortization expense may differ from the amounts above due to, among other things, fluctuations in foreign currency exchange rates, acquisitions, divestitures and impairment charges.

Goodwill

The changes in the carrying amount of goodwill, by reporting segment, for the years ended December 31, 2015 and 2014 are shown in the tables below. Prior year amounts have been recast for the change in reportable segments.

	Gross value before accumulated impairment	Accumulated impairment	December 31, 2014	Acquisition	Other [1]	December 31, 2015
North America Mailing	$ 309,448	$ —	$ 309,448	$ —	$ (13,395)	$ 296,053
International Mailing	162,146	—	162,146	—	(13,795)	148,351
Small & Medium Business Solutions	471,594	—	471,594	—	(27,190)	444,404
Production Mail	110,837	—	110,837	—	(5,080)	105,757
Presort Services	195,140	—	195,140	1,750	—	196,890
Enterprise Business Solutions	305,977	—	305,977	1,750	(5,080)	302,647
Software Solutions	677,008	—	677,008	5,792	(7,824)	674,976
Global Ecommerce	23,910	—	23,910	300,020	—	323,930
Digital Commerce Solutions	700,918	—	700,918	305,812	(7,824)	998,906
Other	194,232	—	194,232	—	(194,232)	—
Total goodwill	$ 1,672,721	$ —	$ 1,672,721	$ 307,562	$ (234,326)	$ 1,745,957

	Gross value before accumulated impairment	Accumulated impairment	December 31, 2013	Other [1]	December 31, 2014
North America Mailing	$ 326,664	$ —	$ 326,664	$ (17,216)	$ 309,448
International Mailing	182,261	—	182,261	(20,115)	162,146
Small & Medium Business Solutions	508,925	—	508,925	(37,331)	471,594
Production Mail	118,060	—	118,060	(7,223)	110,837
Presort Services	195,140	—	195,140	—	195,140
Enterprise Business Solutions	313,200	—	313,200	(7,223)	305,977
Software Solutions	685,251	—	685,251	(8,243)	677,008
Global Ecommerce	23,910	—	23,910		23,910
Digital Commerce Solutions	709,161	—	709,161	(8,243)	700,918
Other	194,232	—	194,232	—	194,232
Total reportable segments	1,725,518	—	1,725,518	(52,797)	1,672,721
Discontinued operations	9,353	—	9,353	(9,353)	—
Total goodwill	$ 1,734,871	$ —	$ 1,734,871	$ (62,150)	$ 1,672,721

(1) Primarily represents foreign currency translation adjustments. For 2015, Other represents the write-off of remaining goodwill upon the sale of Imagitas. For 2014, the adjustment in discontinued operations primarily represents the write-off of remaining goodwill upon sale.

10. Fair Value Measurements and Derivative Instruments

We measure certain financial assets and liabilities at fair value on a recurring basis. Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. An entity is required to classify certain assets and liabilities measured at fair value based on the following fair value hierarchy that prioritizes the inputs used to measure fair value:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Quoted prices for identical assets and liabilities in markets that are not active, quoted prices for similar assets and liabilities in active markets or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Unobservable inputs that are supported by little or no market activity and may be derived from internally developed methodologies based on management's best estimates.

The following tables show, by level within the fair value hierarchy, our financial assets and liabilities that are accounted for at fair value on a recurring basis at December 31, 2015 and 2014. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect their placement within the fair value hierarchy.

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Assets:				
Investment securities				
Money market funds / commercial paper	$ 41,215	$ 292,412	$ —	$ 333,627
Equity securities	—	24,538	—	24,538
Commingled fixed income securities	—	22,571	—	22,571
Debt securities - U.S. and foreign governments, agencies and municipalities	102,235	12,566	—	114,801
Debt securities - corporate	—	62,884	—	62,884
Mortgage-backed / asset-backed securities	—	178,234	—	178,234
Derivatives				
Foreign exchange contracts	—	1,716	—	1,716
Total assets	$ 143,450	$ 594,921	$ —	$ 738,371
Liabilities:				
Derivatives				
Foreign exchange contracts	$ —	$ (5,387)	$ —	$ (5,387)
Total liabilities	$ —	$ (5,387)	$ —	$ (5,387)

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Assets:				
Investment securities				
Money market funds / commercial paper	$ 505,643	$ 193,986	$ —	$ 699,629
Equity securities	—	27,409	—	27,409
Commingled fixed income securities	—	24,077	—	24,077
Debt securities - U.S. and foreign governments, agencies and municipalities	113,974	24,006	—	137,980
Debt securities - corporate	—	67,448	—	67,448
Mortgage-backed / asset-backed securities	—	156,614	—	156,614
Derivatives				
Foreign exchange contracts	—	1,386	—	1,386
Total assets	$ 619,617	$ 494,926	$ —	$ 1,114,543
Liabilities:				
Derivatives				
Foreign exchange contracts	$ —	$ (2,988)	$ —	$ (2,988)
Total liabilities	$ —	$ (2,988)	$ —	$ (2,988)

Investment Securities

The valuation of investment securities is based on the market approach using inputs that are observable, or can be corroborated by observable data, in an active marketplace. The following information relates to our classification into the fair value hierarchy:

- *Money Market Funds / Commercial Paper:* Money market funds typically invest in government securities, certificates of deposit, commercial paper and other highly liquid, low risk securities. Money market funds are principally used for overnight deposits and are classified as Level 1 when unadjusted quoted prices in active markets are available and as Level 2 when they are not actively traded on an exchange. Direct investments in commercial paper are not listed on an exchange in an active market and are classified as Level 2.
- *Equity Securities:* Equity securities are comprised of mutual funds investing in U.S. and foreign common stock. These mutual funds are classified as Level 2 as they are not separately listed on an exchange.
- *Commingled Fixed Income Securities:* Mutual funds that invest in a variety of fixed income securities including securities of the U.S. government and its agencies, corporate debt, mortgage-backed securities and asset-backed securities. The value of the funds is based on the market value of the underlying investments owned by each fund, minus its liabilities, divided by the number of shares outstanding, as reported by the fund manager. These commingled funds are not listed on an exchange in an active market and are classified as Level 2.
- *Debt Securities – U.S. and Foreign Governments, Agencies and Municipalities:* Debt securities are classified as Level 1 where active, high volume trades for identical securities exist. Valuation adjustments are not applied to these securities. Debt securities valued using quoted market prices for similar securities or benchmarking model derived prices to quoted market prices and trade data for identical or comparable securities are classified as Level 2.
- *Debt Securities – Corporate:* Corporate debt securities are valued using recently executed transactions, market price quotations where observable, or bond spreads. The spread data used are for the same maturity as the security. These securities are classified as Level 2.
- *Mortgage-Backed Securities / Asset-Backed Securities:* These securities are valued based on external pricing indices. When external index pricing is not observable, these securities are valued based on external price/spread data. These securities are classified as Level 2.

Investment securities include investments held by The Pitney Bowes Bank (the Bank), whose primary business is to provide financing solutions to clients that rent postage meters and purchase supplies. The Bank's assets and liabilities consist primarily of cash, finance receivables, short and long-term investments and deposit accounts.

The Bank's investment securities are classified as available-for-sale and recorded at fair value in the Consolidated Balance Sheets as cash and cash equivalents, short-term investments and other assets depending on the type of investment and maturity. Unrealized holding gains and losses are recorded in accumulated other comprehensive income (AOCI), net of tax.

Available-For-Sale Securities

At December 31, 2015 and 2014, available-for-sale securities consisted of the following:

	December 31, 2015			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. and foreign governments, agencies and municipalities	$ 114,265	$ 1,804	$ (1,268)	$ 114,801
Corporate	63,140	823	(1,079)	62,884
Mortgage-backed / asset-backed securities	177,821	1,901	(1,488)	178,234
Total	$ 355,226	$ 4,528	$ (3,835)	$ 355,919

	December 31, 2014			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. and foreign governments, agencies and municipalities	$ 135,839	$ 2,905	$ (764)	$ 137,980
Corporate	66,170	1,569	(291)	67,448
Mortgage-backed / asset-backed securities	155,330	2,362	(1,078)	156,614
Total	$ 357,339	$ 6,836	$ (2,133)	$ 362,042

Investment securities that were in a loss position for 12 or more continuous months at December 31, 2015 had aggregate unrealized holding losses of $2 million and an estimated fair value of $36 million. Investment securities that were in a loss position for less than 12 continuous months at December 31, 2015 had aggregate unrealized holding losses of $2 million and an estimated fair value of $146 million.

Investment securities that were in a loss position for 12 or more continuous months at December 31, 2014 had aggregate unrealized holding losses of $1 million and an estimated fair value of $42 million. Investment securities that were in a loss position for less than 12 continuous months at December 31, 2014 had aggregate unrealized holding losses of $1 million and an estimated fair value of $88 million.

We have not recognized an other-than-temporary impairment on any of the investment securities in an unrealized loss position because we do not intend to sell these securities, it is more likely than not that we will not be required to sell these securities before recovery of the unrealized losses and we expect to receive the contractual principal and interest on these investment securities.

At December 31, 2015, the amortized cost and estimated fair value of available-for-sale securities have scheduled maturities as follows:

	Amortized cost	Estimated fair value
Within 1 year	$ 47,014	$ 46,987
After 1 year through 5 years	74,649	75,123
After 5 years through 10 years	53,432	53,753
After 10 years	180,131	180,056
Total	$ 355,226	$ 355,919

The expected payments on mortgage-backed and asset-backed securities may not coincide with their contractual maturities as borrowers have the right to prepay obligations with or without prepayment penalties.

At December 31, 2015, we had approximately $70 million of time deposits that are classified as held-to-maturity and are included in short-term investments because they mature in the next six months. The cost of these investments approximates fair value. We had no held-to-maturity investments at December 31, 2014.

We have not experienced any write-offs in our investment portfolio. The majority of our mortgage-backed securities are either guaranteed or supported by the U.S. government. We have no investments in inactive markets that would warrant a possible change in our pricing methods or classification within the fair value hierarchy.

Derivative Instruments

The valuation of foreign exchange derivatives is based on a market approach using observable market data inputs, such as foreign currency spot and forward rates and yield curves. We also incorporate counterparty credit risk and our credit risk into the fair value measurement of our derivative assets and liabilities, respectively. We derive credit risk from observable data in the credit default swap market.

The fair value of our derivative instruments at December 31, 2015 and 2014 was as follows:

		December 31,	
Designation of Derivatives	Balance Sheet Location	2015	2014
Derivatives designated as hedging instruments			
Foreign exchange contracts	Other current assets and prepayments	$ 217	$ 762
	Accounts payable and accrued liabilities	(208)	—
Derivatives not designated as hedging instruments			
Foreign exchange contracts	Other current assets and prepayments	1,499	624
	Accounts payable and accrued liabilities	(5,179)	(2,988)
	Total derivative assets	1,716	1,386
	Total derivative liabilities	(5,387)	(2,988)
	Total net derivative liability	$ (3,671)	$ (1,602)

Foreign Exchange Contracts

We enter into foreign exchange contracts to mitigate the currency risk associated with the anticipated purchase of inventory between affiliates and from third parties. These contracts are designated as cash flow hedges. The effective portion of the gain or loss on cash flow hedges is included in AOCI in the period that the change in fair value occurs and is reclassified to earnings in the period that the hedged item is recorded in earnings. At December 31, 2015 and 2014, we had outstanding contracts associated with these anticipated transactions with a notional amount of $13 million and $18 million, respectively.

The amounts included in AOCI at December 31, 2015 will be recognized in earnings within the next 12 months. No amount of ineffectiveness was recorded in earnings for these designated cash flow hedges.

The following represents the results of cash flow hedging relationships for the years ended December 31, 2015 and 2014:

	Year Ended December 31,				
	Derivative Gain (Loss) Recognized in AOCI (Effective Portion)			Gain (Loss) Reclassified from AOCI to Earnings (Effective Portion)	
Derivative Instrument	2015	2014	Location of Gain (Loss) (Effective Portion)	2015	2014
Foreign exchange contracts	$ 887	$ 1,878	Revenue	$ 1,082	$ 1,276
			Cost of sales	558	(140)
				$ 1,640	$ 1,136

We also enter into foreign exchange contracts to minimize the impact of exchange rate fluctuations on short-term intercompany loans and related interest that are denominated in a foreign currency. The revaluation of the intercompany loans and interest and the mark-to-market adjustment on the derivatives are both recorded in earnings. All outstanding contracts at December 31, 2015 mature over the next three months.

The following represents the results of our non-designated derivative instruments for the years ended December 31, 2015 and 2014:

		Year Ended December 31,	
		Derivative Gain (Loss) Recognized in Earnings	
Derivatives Instrument	Location of Derivative Gain (Loss)	2015	2014
Foreign exchange contracts	Selling, general and administrative expense	$ (6,849)	$ (4,701)

Credit-Risk-Related Contingent Features

Certain derivative instruments contain credit-risk-related contingent features that would require us to post collateral based on a combination of our long-term senior unsecured debt ratings and the net fair value of our derivatives. At December 31, 2015, the maximum amount of collateral that we would have been required to post had the credit-risk-related contingent features been triggered was $5 million.

Fair Value of Financial Instruments

Our financial instruments include cash and cash equivalents, investment securities, accounts receivable, loan receivables, derivative instruments, accounts payable and debt. The carrying value for cash and cash equivalents, accounts receivable, loans receivable, and accounts payable approximate fair value because of the short maturity of these instruments.

The fair value of our debt is estimated based on recently executed transactions and market price quotations. The inputs used to determine the fair value of our debt were classified as Level 2 in the fair value hierarchy. The carrying value and estimated fair value of our debt at December 31, 2015 and 2014 was as follows:

	December 31,	
	2015	2014
Carrying value	$ 2,968,997	$ 3,252,006
Fair value	$ 3,102,890	$ 3,440,383

11. Supplemental Balance Sheet Information

The following table shows selected balance sheet information at December 31, 2015 and 2014:

	December 31,	
	2015	2014
Other assets:		
Long-term investments	$ 327,282	$ 332,452
Deferred charges	125,190	149,092
Other	91,749	95,579
Total	$ 544,221	$ 577,123
Accounts payable and accrued liabilities:		
Accounts payable	$ 302,113	$ 268,527
Customer deposits	665,339	661,167
Employee related liabilities	255,893	319,963
Miscellaneous other	224,976	323,314
Total	$ 1,448,321	$ 1,572,971

12. Restructuring Charges and Asset Impairments

The table below shows the activity in our restructuring reserves for the years ended December 31, 2015 and 2014:

	Severance and benefits costs	Other exit costs	Total
Balance at December 31, 2013	$ 58,558	$ 8,014	$ 66,572
Expenses, net	74,325	5,444	79,769
Cash payments	(51,047)	(5,115)	(56,162)
Balance at December 31, 2014	81,836	8,343	90,179
Expenses, net	**19,078**	**251**	**19,329**
Cash payments	**(57,214)**	**(4,872)**	**(62,086)**
Balance at December 31, 2015	**$ 43,700**	**$ 3,722**	**$ 47,422**

The majority of the remaining restructuring reserves are expected to be paid over the next 12-24 months. Due to certain international labor laws and long-term lease agreements, some payments will extend beyond 24 months. We expect to fund these payments from cash flows from operations.

Asset impairment

During 2015, we sold our world headquarters building for $39 million and recorded a loss on the sale of $5 million. The loss was recognized in restructuring charges and asset impairments, net in the Consolidated Statements of Income.

13. Debt

		December 31,	
	Interest rate	**2015**	2014
Commercial paper	1.1%	**$ 90,000**	$ —
Notes due March 2015	5.0%	**—**	274,879
Notes due January 2016	4.75%	**370,914**	370,914
Notes due September 2017	5.75%	**385,109**	385,109
Notes due March 2018	5.6%	**250,000**	250,000
Notes due May 2018	4.75%	**350,000**	350,000
Notes due March 2019	6.25%	**300,000**	300,000
Notes due November 2022	5.25%	**—**	110,000
Notes due March 2024	4.625%	**500,000**	500,000
Notes due January 2037	5.25%	**115,041**	115,041
Notes due March 2043	6.7%	**425,000**	425,000
Term loans	Variable	**150,000**	130,000
Other debt		**15,758**	16,000
Principal amount		**2,951,822**	**3,226,943**
Less: unamortized discount		**5,288**	6,653
Plus: unamortized interest rate swap proceeds		**22,463**	31,716
Total debt		**2,968,997**	3,252,006
Less: current portion long-term debt		**461,085**	324,879
Long-term debt		**$ 2,507,912**	$ 2,927,127

In November 2015 we redeemed the $110 million 5.250% notes due November 2022 at a par plus accrued and unpaid interest.

We also repaid the $130 million term loans outstanding at December 31, 2014 and borrowed $150 million under new a term loan. The term loan bears interest at the applicable Eurodollar Rate plus 0.90%. Interest is payable and resets quarterly and the loans mature in December 2016 but may be extended through June 2017 at our option. At December 31, 2015, the weighted-average interest rate of the term loans was 1.4%.

During 2015, we also repaid the $275 million, 5% notes that matured in March 2015.

In October 2014, we received a loan from the State of Connecticut Department of Economic and Community Development. The loan consisted of a $15 million development loan and $1 million jobs-training grant that is subject to refund if certain conditions are not met. We satisfied the conditions related to the $1 million jobs-training grant during 2015.

The 4.625% Notes due March 2024 may be redeemed, at anytime, at our option, in whole or in part, at par plus accrued interest and a make-whole payment.

The 6.7% Notes due March 2043 may be redeemed, at our option, in whole or in part, at par plus accrued interest any time on or after March 2018, respectively.

The 5.25% Notes due 2037 may be redeemed by bondholders, in whole or in part, at par plus accrued interest in January 2017.

We have a commercial paper program and a committed credit facility of $1 billion to support commercial paper issuances. There were $90 million of commercial paper borrowings at December 31, 2015. As of December 31, 2015, we had not drawn upon the credit facility. The credit facility expires in January 2020.

In January 2016, we borrowed $300 million under a term loan and used the proceeds to repay a portion of the $371 million, 4.75% notes due January 15, 2016. The remaining portion of the loan was repaid using cash from operations. The new term loan bears interest at the applicable Eurodollar Rate plus 1.25% and matures in December 2020.

Annual maturities of outstanding debt at December 31, 2015 are as follows:

2016	$ 461,085
2017	535,277
2018	600,168
2019	300,168
2020	412
Thereafter	1,054,712
Total	$ 2,951,822

14. Retirement Plans and Postretirement Medical Benefits

We provide certain retirement benefits to our U.S. employees hired prior to January 1, 2005 and to eligible employees outside the U.S. under various defined benefit retirement plans. Benefit accruals under most of our defined benefit plans, including our two largest U.S. pension plans, our U.K. pension plans and Canadian pension plans, have been frozen.

We also provide certain employer subsidized health care and employer provided life insurance benefits in the U.S. and Canada to eligible retirees and their dependents. Employees hired before January 1, 2005 in the U.S. and April 1, 2005 in Canada become eligible for retiree medical benefits after reaching age 55 and with the completion of the required service period. The cost of these benefits is recognized over the period the employee provides credited service to the company.

Retirement Plans

The benefit obligations and funded status of defined benefit pension plans are as follows:

	United States		Foreign	
	2015	2014	2015	2014
Accumulated benefit obligation	$ 1,688,982	$ 1,866,914	$ 635,600	$ 698,176
Projected benefit obligation				
Benefit obligation - beginning of year	$ 1,868,176	$ 1,622,591	$ 715,287	$ 672,773
Service cost	134	6,908	2,229	3,565
Interest cost	74,331	77,655	24,261	28,518
Plan participants' contributions	—	—	8	59
Actuarial (gain) loss	(131,179)	306,718	(15,375)	89,695
Foreign currency changes	—	—	(53,945)	(52,750)
Plan Amendments	(428)	—	—	—
Settlement / curtailment	(3,678)	(16,867)	—	—
Special termination benefits	—	—	79	1,238
Benefits paid	(117,471)	(128,829)	(25,432)	(27,811)
Benefit obligation - end of year	$ 1,689,885	$ 1,868,176	$ 647,112	$ 715,287
Fair value of plan assets available for benefits				
Fair value of plan assets - beginning of year	$ 1,593,463	$ 1,523,679	$ 574,992	$ 561,078
Actual return on plan assets	(19,173)	195,946	11,383	67,306
Company contributions	7,649	19,534	14,194	15,323
Plan participants' contributions	—	—	8	59
Settlement / curtailment	(3,678)	(16,867)	—	—
Foreign currency changes	—	—	(45,033)	(40,963)
Benefits paid	(117,471)	(128,829)	(25,432)	(27,811)
Fair value of plan assets - end of year	$ 1,460,790	$ 1,593,463	$ 530,112	$ 574,992
Amounts recognized in the Consolidated Balance Sheets				
Non-current asset	$ 271	$ 300	$ 11,566	$ 5,813
Current liability	(9,088)	(6,590)	(1,031)	(1,008)
Non-current liability	(220,277)	(268,423)	(127,535)	(145,100)
Funded status	$ (229,094)	$ (274,713)	$ (117,000)	$ (140,295)

Information provided in the table below is only for pension plans with an accumulated benefit obligation in excess of plan assets at December 31, 2015 and 2014:

	United States		Foreign	
	2015	2014	2015	2014
Projected benefit obligation	$ 1,689,476	$ 1,867,788	$ 540,984	$ 583,317
Accumulated benefit obligation	$ 1,688,573	$ 1,866,525	$ 529,593	$ 566,365
Fair value of plan assets	$ 1,460,111	$ 1,592,774	$ 412,418	$ 437,209

Pretax amounts recognized in AOCI consist of:

	United States		Foreign	
	2015	2014	2015	2014
Net actuarial loss	$ 880,123	$ 918,641	$ 255,994	$ 253,257
Prior service credit	(512)	(144)	(740)	(806)
Transition asset	—	—	(40)	(49)
Total	$ 879,611	$ 918,497	$ 255,214	$ 252,402

The estimated amounts that will be amortized from AOCI into net periodic benefit cost in 2016 are as follows:

	United States	Foreign
Net actuarial loss	$ 26,824	$ 5,804
Prior service credit	(60)	(66)
Transition asset	—	(9)
Total	$ 26,764	$ 5,729

The components of net periodic benefit cost (income) for defined benefit pension plans were as follows:

	United States			Foreign		
	2015	2014	2013	2015	2014	2013
Service cost	$ 134	$ 6,908	$ 13,981	$ 2,229	$ 3,565	$ 6,272
Interest cost	74,331	77,655	74,370	24,261	28,518	27,365
Expected return on plan assets	(104,004)	(103,822)	(107,608)	(35,421)	(39,137)	(34,769)
Amortization of net transition asset	—	—	—	(9)	(10)	(9)
Amortization of prior service (credit) cost	(60)	9	380	(66)	(57)	112
Amortization of net actuarial loss	29,272	25,369	32,494	5,926	8,268	14,445
Special termination benefits	—		548	79	1,238	935
Settlement / curtailment	1,243	4,528	2,638	—	—	—
Net periodic benefit cost (income)	$ 916	$ 10,647	$ 16,803	$ (3,001)	$ 2,385	$ 14,351

Other changes in plan assets and benefit obligations for defined benefit pension plans recognized in other comprehensive income were as follows:

	United States		Foreign	
	2015	2014	2015	2014
Net actuarial (gain) loss	$ (8,003)	$ 214,593	$ 8,663	$ 61,525
Prior service credit	(428)	—	—	—
Amortization of net actuarial loss	(29,272)	(25,369)	(5,926)	(8,268)
Amortization of prior service credit (cost)	60	(9)	66	57
Net transition asset	—	—	9	10
Settlement / curtailment	(1,243)	(4,528)	—	—
Total recognized in other comprehensive income	$ (38,886)	$ 184,687	$ 2,812	$ 53,324

Weighted-average actuarial assumptions used to determine end of year benefit obligations and net periodic benefit cost for defined benefit pension plans include:

	2015	2014	2013
United States			
Used to determine benefit obligations			
Discount rate	4.55%	4.15%	4.95%
Rate of compensation increase	N/A	N/A	3.50%
Used to determine net periodic benefit cost			
Discount rate	4.15%	4.95%	4.05%
Expected return on plan assets	7.00%	7.00%	7.25%
Rate of compensation increase	N/A	3.50%	3.50%
Foreign			
Used to determine benefit obligations			
Discount rate	1.15% - 3.95%	1.10% - 3.80%	1.45% - 4.60%
Rate of compensation increase	1.50% - 3.50%	1.50% - 3.50%	1.50% - 3.50%
Used to determine net periodic benefit cost			
Discount rate	1.10% - 3.80%	1.45% - 4.60%	1.95% - 4.65%
Expected return on plan assets	4.00% - 7.00%	3.75% - 7.50%	3.50% - 7.50%
Rate of compensation increase	1.50% - 3.50%	1.50% - 3.50%	1.50% - 3.50%

A discount rate is used to determine the present value of our future benefit obligations. The discount rate for our U.S. pension and postretirement medical benefit plans is determined by matching the expected cash flows associated with our benefit obligations to a pool of corporate long-term, high-quality fixed income debt instruments available as of the measurement date. The discount rate for our largest foreign plan, the U.K. Qualified Pension Plan (the U.K. Plan), is determined by using a model that discounts each year's estimated benefit payments by an applicable spot rate derived from a yield curve created from a large number of high quality corporate bonds. For our other smaller foreign pension plans, the discount rate is selected based on high-quality fixed income indices available in the country in which the plan is domiciled.

The expected return on plan assets is based on historical and expected rates of return for current and planned asset classes in the plans' investment portfolio after analyzing historical experience and future expectations of the returns and volatility of the various asset classes. The overall expected rate of return for the portfolio is based on the target asset allocation of our global pension plans, adjusted for historical and expected experience of active portfolio management results, when compared to the benchmark returns.

During 2016, we anticipate making total contributions of $9 million to our U.S. pension plans and $46 million to our foreign pension plans. We will reassess our funding alternatives as the year progresses.

Investment Strategy and Asset Allocation - U.S. Pension Plans

The investment strategy of our U.S. pension plans is to maximize returns within reasonable and prudent levels of risk, to achieve and maintain full funding of the accumulated benefit obligation and the actuarial liabilities and to earn a nominal rate of return of at least 7.0%. The fund has established a strategic asset allocation policy to achieve these objectives. Investments are diversified across asset classes and within each class to reduce the risk of large losses and are periodically rebalanced. Derivatives, such as swaps, options, forwards and futures contracts may be used for market exposure, to alter risk/return characteristics and to manage foreign currency exposure. Investments within the private equity and real estate portfolios are comprised of limited partnership units in primary and secondary fund of funds and units in open-ended commingled real estate funds, respectively. These types of investment vehicles are used in an effort to gain greater asset diversification. We do not have any significant concentrations of credit risk within the plan assets. The pension plans' liabilities, investment objectives and investment managers are reviewed periodically. The target asset allocation for 2016 and the actual asset allocations at December 31, 2015 and 2014, for the U.S. pension plans are as follows:

	Target allocation	Percent of Plan Assets at December 31,	
	2016	2015	2014
Asset category			
U.S. equities	**15%**	12%	12%
Non-U.S. equities	**15%**	10%	9%
Fixed income	**60%**	68%	69%
Real estate	**5%**	6%	5%
Private equity	**5%**	4%	5%
Total	**100%**	100%	100%

Investment Strategy and Asset Allocation - Foreign Pension Plans

Our foreign pension plan assets are managed by outside investment managers and monitored regularly by local trustees and our corporate personnel. Investment strategies vary by country and plan, with each strategy tailored to achieve the expected rate of return within an acceptable or appropriate level of risk, depending upon the liability profile of plan participants, local funding requirements, investment markets and restrictions. The U.K. plan represents 75% of the non-U.S. pension assets. The U.K. pension plan's investment strategy is to maximize returns within reasonable and prudent levels of risk, to achieve and maintain full funding of the accumulated benefit obligation and the actuarial liabilities and to earn a nominal rate of return of at least 6.5%. The fund has established a strategic asset allocation policy to achieve these objectives. Investments are diversified across asset classes and within each class to minimize the risk of large losses and are periodically rebalanced. Derivatives, such as swaps, options, forwards and futures contracts may be used for market exposure, to alter risk/return characteristics and to manage currency exposure. We do not have any significant concentrations of credit risk within the plan assets. The pension plans' liabilities, investment objectives and investment managers are reviewed periodically. The target asset allocation for 2016 and the actual asset allocations at December 31, 2015 and 2014, for the U.K. pension plan are as follows:

	Target Allocation	Percent of Plan Assets at December 31,	
	2016	2015	2014
Asset category			
U.K. equities	**20%**	23%	28%
Non-U.K. equities	**20%**	20%	29%
Fixed income	**40%**	40%	40%
Real estate	**10%**	10%	—%
Diversified growth	**10%**	5%	—%
Cash	**—%**	2%	3%
Total	**100%**	100%	100%

The target asset allocation used to manage the investment portfolios is based on the broad asset categories shown above. The plan asset categories presented in the fair value hierarchy are subsets of the broad asset categories.

The fair value of the U.K. plan assets was $399 million and $427 million at December 31, 2015 and 2014, respectively, and the expected long-term weighted average rate of return on these plan assets was 7.00% in 2015 and 7.50% in 2014.

Fair Value Measurements of Plan Assets

The following tables show, by level within the fair value hierarchy, the financial assets and liabilities that are accounted for at fair value on a recurring basis at December 31, 2015 and 2014, respectively, for the U.S. and foreign pension plans. Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect placement within the fair value hierarchy levels. There are no shares of our common stock included in the plan assets of our pension plans.

United States Pension Plans

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	$ —	$ 7,493	$ —	$ 7,493
Equity securities	174,664	140,270	—	314,934
Commingled fixed income securities	—	205,246	—	205,246
Debt securities - U.S. and foreign governments, agencies and municipalities	143,449	21,424	—	164,873
Debt securities - corporate	—	592,111	—	592,111
Mortgage-backed securities	—	14,810	1,592	16,402
Asset-backed securities	—	2,535	—	2,535
Private equity	—	—	63,577	63,577
Real estate	—	—	82,569	82,569
Securities lending collateral (1)	—	154,690	—	154,690
Total plan assets at fair value	$ 318,113	$ 1,138,579	$ 147,738	$ 1,604,430
Securities lending payable (1)				(154,690)
Cash				4,072
Other				6,978
Fair value of plan assets available for benefits				$ 1,460,790

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Money market funds	$ —	$ 10,758	$ —	$ 10,758
Equity securities	180,069	146,716	—	326,785
Commingled fixed income securities	—	261,571	—	261,571
Debt securities - U.S. and foreign governments, agencies and municipalities	184,209	25,131	—	209,340
Debt securities - corporate	—	598,927	—	598,927
Mortgage-backed securities	—	20,401	2,102	22,503
Asset-backed securities	—	2,158	—	2,158
Private equity	—	—	81,246	81,246
Real estate	—	—	74,747	74,747
Securities lending collateral (1)	—	131,901	—	131,901
Total plan assets at fair value	$ 364,278	$ 1,197,563	$ 158,095	$ 1,719,936
Securities lending payable (1)				(131,901)
Cash				4,621
Other				807
Fair value of plan assets available for benefits				$ 1,593,463

(1) Securities lending collateral is offset by a corresponding securities lending payable amount.

Foreign Plans

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	$ —	$ 7,596	$ —	$ 7,596
Equity securities	33,855	183,110	—	216,965
Commingled fixed income securities	—	138,220	—	138,220
Debt securities - U.S. and foreign governments, agencies and municipalities	—	73,573	—	73,573
Debt securities - corporate	—	27,279	—	27,279
Real estate	—	—	39,177	39,177
Diversified growth funds	—	—	20,513	20,513
Total plan assets at fair value	$ 33,855	$ 429,778	$ 59,690	$ 523,323
Cash				6,376
Other				413
Fair value of plan assets available for benefits				$ 530,112

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Money market funds	$ —	$ 6,684	$ —	$ 6,684
Equity securities	99,570	190,924	—	290,494
Commingled fixed income securities	—	151,017	—	151,017
Debt securities - U.S. and foreign governments, agencies and municipalities	—	85,711	—	85,711
Debt securities - corporate	—	26,154	—	26,154
Total plan assets at fair value	$ 99,570	$ 460,490	$ —	$ 560,060
Cash				10,859
Other				4,073
Fair value of plan assets available for benefits				$ 574,992

The following information relates to our classification of investments into the fair value hierarchy:

- *Money Market Funds:* Money market funds typically invest in government securities, certificates of deposit, commercial paper of companies and other highly liquid, low risk securities. Money market funds are principally used for overnight deposits. They are classified as Level 2 since they are not actively traded on an exchange.
- *Equity Securities:* Equity securities include U.S. and foreign common stock, American Depository Receipts, preferred stock and commingled funds. Equity securities classified as Level 1 are valued using active, high volume trades for identical securities. Equity securities classified as Level 2 represent those not listed on an exchange in an active market. These securities are valued based on quoted market prices of similar securities.
- *Commingled Fixed Income Securities:* Mutual funds that invest in a variety of fixed income securities including securities of the U.S. government and its agencies, corporate debt, mortgage-backed securities and asset-backed securities. Value of the funds is based on the net asset value (NAV) per unit as reported by the fund manager. NAV is based on the market value of the underlying investments owned by each fund, minus its liabilities, divided by the number of shares outstanding. Commingled fixed income securities are not listed on an active exchange and are classified as Level 2.
- *Debt Securities - U.S. and Foreign Governments, Agencies and Municipalities:* Government securities include treasury notes and bonds, foreign government issues, U.S. government sponsored agency debt and commingled funds. Municipal debt securities include general obligation securities and revenue-backed securities. Debt securities classified as Level 1 are valued using active, high volume

trades for identical securities. Debt securities classified as Level 2 are valued through benchmarking model derived prices to quoted market prices and trade data for identical or comparable securities.

- *Debt Securities – Corporate*: Investments are comprised of both investment grade debt (≥BBB-) and high-yield debt (≤BBB-). The fair value of corporate debt securities is valued using recently executed transactions, market price quotations where observable, or bond spreads. The spread data used are for the same maturity as the security. These securities are classified as Level 2.
- *Mortgage-Backed Securities (MBS)*: Investments are comprised of agency-backed MBS, non-agency MBS, collateralized mortgage obligations, commercial MBS, and commingled funds. These securities are valued based on external pricing indices. When external index pricing is not observable, MBS are valued based on external price/spread data. If neither pricing method is available, broker quotes are utilized. When inputs are observable and supported by an active market, MBS are classified as Level 2 and when inputs are unobservable, MBS are classified as Level 3.
- *Asset-Backed Securities (ABS)*: Investments are primarily comprised of credit card receivables, auto loan receivables, student loan receivables, and Small Business Administration loans. These securities are valued based on external pricing indices or external price/spread data and are classified as Level 2.
- *Private Equity*: Investments are comprised of units in fund-of-funds investment vehicles. Fund-of-funds consist of various private equity investments and are used in an effort to gain greater diversification. The investments are valued in accordance with the most appropriate valuation techniques, and are classified as Level 3 due to the unobservable inputs used to determine a fair value.
- *Real Estate:* Investments include units in open-ended commingled real estate funds. Properties that comprise these funds are valued in accordance with the most appropriate valuation techniques, and are classified as Level 3 due to the unobservable inputs used to determine a fair value.
- *Diversified Growth Funds:* Investments are comprised of units in commingled diversified growth funds. These investments are valued based on the net asset value (NAV) per unit as reported by the fund manager, and are classified as Level 3 due to the unobservable inputs used to determine a fair value.
- *Securities Lending Fund:* Investment represents a commingled fund through our custodian's securities lending program. The U.S. pension plan lends securities that are held within the plan to other banks and/or brokers, and receives collateral, typically cash. This collateral is invested in a short-term fixed income securities commingled fund. The commingled fund is not listed or traded on an exchange and is classified as Level 2. This amount invested in the fund is offset by a corresponding liability reflected in the U.S. pension plan's net assets available for benefits.

Level 3 Gains and Losses

The following table summarizes the changes in the fair value of Level 3 assets for the years ended December 31, 2015 and 2014:

United States Pension Plans

	Mortgage-backed securities	Private equity	Real estate	Total
Balance at December 31, 2013	$ 2,634	$ 87,470	$ 67,917	$ 158,021
Realized gains	12	11,174	285	11,471
Unrealized gains	59	1,886	6,140	8,085
Net purchases, sales and settlements	(603)	(19,284)	405	(19,482)
Balance at December 31, 2014	2,102	81,246	74,747	158,095
Realized gains	**10**	**14,288**	**1,027**	**15,325**
Unrealized gains (losses)	**28**	**(6,844)**	**7,043**	**227**
Net purchases, sales and settlements	**(548)**	**(25,113)**	**(248)**	**(25,909)**
Balance at December 31, 2015	**$ 1,592**	**$ 63,577**	**$ 82,569**	**$ 147,738**

Foreign Pension Plans

	Diversified growth funds	Real estate	Total
Balance at December 31, 2014	$ —	$ —	$ —
Unrealized gains	(119)	(1,685)	(1,804)
Net purchases, sales and settlements	20,632	40,862	61,494
Balance at December 31, 2015	20,513	39,177	59,690

Nonpension Postretirement Benefits

The benefit obligation and funded status for nonpension postretirement benefit plans are as follows:

	2015	2014
Benefit obligation		
Benefit obligation - beginning of year	$ 253,980	$ 231,153
Service cost	2,455	2,683
Interest cost	8,799	9,951
Plan participants' contributions	4,332	5,418
Actuarial (gain) loss	(31,253)	37,532
Foreign currency changes	(3,289)	(2,096)
Curtailment	—	(2,160)
Benefits paid	(23,146)	(28,501)
Benefit obligation - end of year [1]	$ 211,878	$ 253,980
Fair value of plan assets		
Fair value of plan assets - beginning of year	$ —	$ —
Company contribution	18,814	23,083
Plan participants' contributions	4,332	5,418
Benefits paid	(23,146)	(28,501)
Fair value of plan assets - end of year	$ —	$ —
Amounts recognized in the Consolidated Balance Sheets		
Current liability	$ (19,406)	$ (22,113)
Non-current liability	(192,472)	(231,867)
Funded status	$ (211,878)	$ (253,980)

(1) The benefit obligation for the U.S. nonpension postretirement plans was $198 million and $231 million at December 31, 2015 and 2014, respectively.

Pretax amounts recognized in AOCI consist of:

	2015	2014
Net actuarial loss	$ 59,174	$ 97,955
Prior service cost	2,060	2,356
Total	$ 61,234	$ 100,311

The components of net periodic benefit cost for nonpension postretirement benefit plans were as follows:

	2015	2014	2013
Service cost	$ 2,455	$ 2,683	$ 3,684
Interest cost	8,799	9,951	9,503
Amortization of prior service cost	297	159	128
Amortization of net actuarial loss	7,528	5,949	7,433
Curtailment	—	—	2,920
Net periodic benefit cost	$ 19,079	$ 18,742	$ 23,668

Other changes in plan assets and benefit obligation for nonpension postretirement benefit plans recognized in other comprehensive income were as follows:

	2015	2014
Net actuarial (gain) loss	$ (31,253)	$ 37,532
Curtailment	—	(2,160)
Amortization of net actuarial loss	(7,528)	(5,949)
Amortization of prior service cost	(297)	(159)
Other adjustments		412
Total recognized in other comprehensive income	$ (39,078)	$ 29,676

The estimated amounts that will be amortized from AOCI into net periodic benefit cost in 2016 are as follows:

Net actuarial loss	$ 5,438
Prior service cost	297
Total	$ 5,735

The weighted-average discount rates used to determine end of year benefit obligation and net periodic pension cost include:

	2015	2014	2013
Discount rate used to determine benefit obligation			
U.S.	4.20%	3.90%	4.40%
Canada	3.95%	3.80%	4.65%
Discount rate used to determine net period benefit cost			
U.S.	3.90%	4.40%	3.65%
Canada	3.80%	4.65%	3.90%

The assumed health care cost trend rate used in measuring the accumulated postretirement benefit obligation for the U.S. plan was 6.0% for 2015 and 6.5% for 2014. The assumed health care trend rate is 6.0% for 2016 and will gradually decline to 5.0% by the year 2019 and remain at that level thereafter. Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A 1% change in the assumed health care cost trend rates would have the following effects:

	1% Increase	1% Decrease
Effect on total of service and interest cost components	$ 389	$ (326)
Effect on postretirement benefit obligation	$ 7,841	$ (6,730)

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, are expected to be paid.

Years ending December 31,	Pension Benefits	Nonpension Benefits
2016	$ 125,403	$ 19,475
2017	123,478	18,799
2018	124,090	18,088
2019	125,622	17,515
2020	127,960	16,846
2021 - 2025	644,862	75,468
	$ 1,271,415	$ 166,191

Savings Plans

We offer voluntary defined contribution plans to our U.S. employees designed to help them accumulate additional savings for retirement. We provide a core contribution to all employees, regardless if they participate in the plan, and match a portion of each participating employees' contribution, based on eligible pay. Total contributions to our defined contribution plans were $28 million in 2015 and $25 million in 2014.

15. Income Taxes

Income from continuing operations before taxes consisted of the following:

	Years Ended December 31,		
	2015	2014	2013
U.S.	$ 516,233	$ 356,017	$ 288,660
International	94,592	75,179	95,294
Total	$ 610,825	$ 431,196	$ 383,954

The provision for income taxes from continuing operations consisted of the following:

	Years Ended December 31,		
	2015	2014	2013
U.S. Federal:			
Current	$ 115,557	$ 71,683	$ 78,315
Deferred	19,941	6,941	(19,754)
	135,498	78,624	58,561
U.S. State and Local:			
Current	11,243	7,186	5,359
Deferred	16,094	(9,307)	(8,026)
	27,337	(2,121)	(2,667)
International:			
Current	22,794	32,492	28,063
Deferred	4,149	3,820	(5,990)
	26,943	36,312	22,073
Total current	149,594	111,361	111,737
Total deferred	40,184	1,454	(33,770)
Total provision for income taxes	$ 189,778	$ 112,815	$ 77,967
Effective tax rate	31.1%	26.2%	20.3%

The effective tax rate for 2015 includes tax benefits of $20 million from the disposition of Imagitas and $3 million from the retroactive effect of 2015 tax legislation.

The effective tax rate for 2014 includes tax benefits of $22 million from the resolution of tax examinations and $5 million from the retroactive effect of 2014 U.S. tax legislation.

The effective tax rate for 2013 includes tax benefits of $13 million from an affiliate reorganization, $17 million from tax planning initiatives and $5 million from the adjustment of non-U.S. tax accounts from prior periods and the retroactive effect of 2013 U.S. tax legislation.

The items accounting for the difference between income taxes computed at the federal statutory rate and our provision for income taxes consist of the following:

	Years Ended December 31,		
	2015	2014	2013
Federal statutory provision	$ 213,789	$ 150,920	$ 134,389
State and local income taxes	17,769	(1,379)	(1,733)
Other impact of foreign operations	(6,492)	(12,668)	(28,238)
Tax exempt income/reimbursement	(1,171)	(1,327)	(1,672)
Federal income tax credits/incentives	(10,959)	(17,905)	(10,282)
Unrealized stock compensation benefits	2,658	2,318	2,292
Resolution of U.S. tax examinations	—	(5,856)	(3,853)
Outside basis differences	(27,110)	—	(13,214)
Other, net	1,294	(1,288)	278
Provision for income taxes	$ 189,778	$ 112,815	$ 77,967

Other impacts of foreign operations include income of foreign affiliates taxed at rates other than the 35% U.S. statutory rate, the accrual or release of tax uncertainty amounts related to foreign operations, the tax impacts of foreign earnings repatriation and the U.S. foreign tax credit impacts of foreign income taxed in the U.S.

Deferred tax liabilities and assets at December 31, 2015 and 2014 consisted of the following:

	December 31,	
	2015	2014
Deferred tax liabilities:		
Depreciation	$ (69,622)	$ (60,282)
Deferred profit (for tax purposes) on sale to finance subsidiary	(108,061)	(114,633)
Lease revenue and related depreciation	(188,231)	(205,683)
Amortizable intangibles	(119,453)	(74,034)
Other	(41,149)	(64,900)
Gross deferred tax liabilities	(526,516)	(519,532)
Deferred tax assets:		
Nonpension postretirement benefits	79,861	82,181
Pension	104,166	141,492
Inventory and equipment capitalization	14,934	18,502
Restructuring charges	14,238	35,432
Long-term incentives	22,111	25,718
Net operating loss	111,351	102,686
Tax credit carry forwards	54,183	47,493
Tax uncertainties gross-up	21,191	22,851
Other	96,412	125,512
Gross deferred tax assets	518,447	601,867
Less: Valuation allowance	(132,624)	(116,935)
Net deferred tax assets	385,823	484,932
Total deferred taxes, net	$ (140,693)	$ (34,600)

A valuation allowance is recognized to reduce the total deferred tax assets to an amount that will more-likely-than-not be realized. The valuation allowance relates primarily to certain foreign, state and local net operating loss and tax credit carryforwards that are more-likely-than-not to expire unutilized.

We have net operating loss carryforwards of $310 million as of December 31, 2015, of which, $251 million can be carried forward indefinitely and the remainder expire over the next 15 years. In addition, we have tax credit carryforwards of $54 million, of which $39 million can be carried forward indefinitely and the remainder expire over the next 10 to 15 years.

As of December 31, 2015 we have not provided for income taxes on $860 million of cumulative undistributed earnings of subsidiaries outside the U.S. as these earnings will be either indefinitely reinvested or remitted substantially free of additional tax. However, we estimate that withholding taxes on such remittances would be $13 million. Determination of the liability that would be incurred if these earnings were remitted to the U.S. is not practicable as there is a significant amount of uncertainty with respect to determining the amount of foreign tax credits and other indirect tax consequences that may arise from the distribution of these earnings.

Uncertain Tax Positions

A reconciliation of the amount of unrecognized tax benefits is as follows:

	2015	2014	2013
Balance at beginning of year	$ 132,495	$ 172,594	$ 151,098
Increases from prior period positions	7,637	9,090	15,777
Decreases from prior period positions	(16,753)	(33,692)	(6,908)
Increases from current period positions	23,533	17,704	23,549
Decreases relating to settlements with tax authorities	(3,831)	(22,127)	(482)
Reductions from lapse of applicable statute of limitations	(3,832)	(11,074)	(10,440)
Balance at end of year	$ 139,249	$ 132,495	$ 172,594

The amount of the unrecognized tax benefits at December 31, 2015, 2014 and 2013 that would affect the effective tax rate if recognized was $117 million, $109 million and $148 million, respectively.

On a regular basis, we conclude tax return examinations, statutes of limitations expire, and court decisions interpret tax law. We regularly assess tax uncertainties in light of these developments. As a result, it is reasonably possible that the amount of our unrecognized tax benefits will decrease in the next 12 months, and we expect this change could be up to 15% of our unrecognized tax benefits. We recognize interest and penalties related to uncertain tax positions in our provision for income taxes. We recognized interest and penalties of $(4) million, $2 million and $27 million related to uncertain tax positions in our provision for income taxes for the years ended December 31, 2015, 2014 and 2013, respectively. We had $10 million and $11 million accrued for the payment of interest and penalties at December 31, 2015 and 2014, respectively.

Other Tax Matters

As is the case with other large corporations, our tax returns are examined each year by tax authorities in the U.S. and other global taxing jurisdictions in which we have operations. The IRS examinations of our consolidated U.S. income tax returns for tax years prior to 2012 are closed to audit. Additionally, in the U.S. we are subject to examination on various post-2005 State and Local taxes. In Canada, the examination of our tax filings prior to 2009 are closed to audit, except for the pending application of legal principles to specific issues arising in earlier years. Other significant jurisdictions in which we have, or have recently completed, tax examinations include France, closed through the end of 2012, Germany closed through the end of 2011 and except for an item under appeal the U.K. closed through the end of 2011. We have other less significant tax filings currently subject to examination.

We regularly assess the likelihood of tax adjustments in each of the tax jurisdictions in which we have operations and account for the related financial statement implications. We believe we have established tax reserves that are appropriate given the possibility of tax adjustments. However, determining the appropriate level of tax reserves requires judgment regarding the uncertain application of tax law and the possibility of tax adjustments. Future changes in tax reserve requirements could have a material impact, positive or negative, on our results of operations, financial position and cash flows.

16. Noncontrolling Interests (Preferred Stockholders' Equity in Subsidiaries)

Pitney Bowes International Holdings, Inc. (PBIH), a subsidiary of the company, has 300,000 shares of outstanding perpetual voting preferred stock valued at $300 million held by certain institutional investors (PBIH Preferred Stock). The holders of PBIH Preferred Stock are entitled as a group to 25% of the combined voting power of all classes of capital stock of PBIH. All outstanding common stock of PBIH, representing the remaining 75% of the combined voting power of all classes of capital stock, is owned directly or indirectly by the company. The PBIH Preferred Stock is entitled to cumulative dividends at a rate of 6.125% through April 30, 2016. Commencing October 30, 2016, the PBIH Preferred Stock is redeemable, in whole or in part, at the option of PBIH. If the PBIH Preferred Stock is not redeemed in whole prior to October 30, 2016, the dividend rate increases 50% and will increase 50% every six months thereafter. No dividends were in arrears at December 31, 2015 or December 31, 2014.

17. Commitments and Contingencies

In the ordinary course of business, we are routinely defendants in, or party to, a number of pending and threatened legal actions. These may involve litigation by or against us relating to, among other things, contractual rights under vendor, insurance or other contracts; intellectual property or patent rights; equipment, service, payment or other disputes with clients; or disputes with employees. Some of these actions may be brought as a purported class action on behalf of a purported class of employees, clients or others. In management's opinion, the potential liability, if any, that may result from these actions, either individually or collectively, is not reasonably expected to have a material effect on our financial position, results of operations or cash flows. However, as litigation is inherently unpredictable, there can be no assurances in this regard.

In 2015, we finalized the settlement with the Department of Justice relating to an investigation it had conducted regarding compliance with certain postal regulatory requirements in our Presort Services business without any admission of liability by the Company. As a result of the settlement, we recorded a charge of $7 million, net of estimated recoveries in 2015. This charge is recorded in other (income) expense, net in the Consolidated Statements of Income.

18. Leases

We lease office facilities, sales and service offices, equipment and other properties under operating lease agreements with varying terms. Certain leases require us to pay property taxes, insurance and routine maintenance and include renewal options and escalation clauses. Rent expense was $47 million, $55 million and $67 million in 2015, 2014 and 2013, respectively. Future minimum lease payments under non-cancelable operating leases at December 31, 2015 were as follows:

Years ending December 31,	
2016	$ 39,782
2017	31,178
2018	26,087
2019	21,874
2020	14,916
Thereafter	67,782
Total minimum lease payments	$ 201,619

19. Stockholders' Equity

Preferred and Preference Stock

We have two classes of preferred stock issued and outstanding: the 4% Preferred Stock (the Preferred Stock) and the $2.12 Preference Stock (the Preference Stock). The Preferred Stock is entitled to cumulative dividends of $2 per year and can be converted into 24.24 shares of common stock, subject to adjustment, in certain events. The Preferred Stock is redeemable at our option at a price of $50 per share, plus dividends accrued through the redemption date. We are authorized to issue 600,000 shares of Preferred Stock. At December 31, 2015 and 2014, there were 12 shares and 24 shares outstanding, respectively. There are no unpaid dividends in arrears.

The Preference Stock is entitled to cumulative dividends of $2.12 per year and can be converted into 16.53 shares of common stock, subject to adjustment, in certain events. The Preference Stock is redeemable at our option at a price of $28 per share. We are authorized to issue 5,000,000 shares of Preference Stock. At December 31, 2015 and 2014, there were 18,660 shares and 20,237 shares outstanding, respectively. There are no unpaid dividends in arrears.

Common and Treasury Stock

The following table summarizes the changes in shares of Common Stock outstanding and Treasury Stock:

	Common Stock Outstanding	Treasury Stock
Balance at December 31, 2012	200,884,047	122,453,865
Issuance of common stock	1,163,668	(1,163,668)
Conversions to common stock	34,807	(34,807)
Balance at December 31, 2013	202,082,522	121,255,390
Repurchases of common stock	(1,863,262)	1,863,262
Issuance of common stock	781,032	(781,032)
Conversions to common stock	27,672	(27,672)
Balance at December 31, 2014	201,027,964	122,309,948
Repurchases of common stock	(6,476,796)	6,476,796
Issuance of common stock	943,686	(943,686)
Conversions to common stock	26,354	(26,354)
December 31, 2015	195,521,208	127,816,704

At December 31, 2015, 35,377,289 shares were reserved for issuance under our stock plans, dividend reinvestment program and the conversion of Preferred Stock and Preference Stock.

20. Accumulated Other Comprehensive Loss

Reclassifications out of accumulated other comprehensive loss for the years ended December 31, 2015, 2014 and 2013 were as follows:

	Amounts Reclassified from AOCI (a)		
	Years Ended December 31,		
	2015	2014	2013
Gains (losses) on cash flow hedges			
Revenue	$ 1,082	$ 1,276	$ (835)
Cost of sales	551	(140)	332
Interest expense	(2,028)	(2,028)	(2,028)
Total before tax	(395)	(892)	(2,531)
Tax benefit	(164)	(347)	(987)
Net of tax	$ (231)	$ (545)	$ (1,544)
Gains (losses) on available for sale securities			
Interest income	$ 1,134	$ (1,149)	$ (1,140)
Tax provision (benefit)	419	(424)	(422)
Net of tax	$ 715	$ (725)	$ (718)
Pension and Postretirement Benefit Plans (b)			
Transition asset	$ 9	$ 10	$ 9
Prior service costs	(171)	(111)	(620)
Actuarial losses	(43,969)	(43,702)	(54,372)
Total before tax	(44,131)	(43,803)	(54,983)
Tax benefit	(15,966)	(15,643)	(19,228)
Net of tax	$ (28,165)	$ (28,160)	$ (35,755)

(a) Amounts in parentheses indicate reductions to income and increases to other comprehensive income (loss).
(b) Reclassified from accumulated other comprehensive loss into selling, general and administrative expenses. These amounts are included in the computation of net periodic costs of defined benefit pension plans and nonpension postretirement benefit plans (see Note 14 for additional details).

Changes in accumulated other comprehensive loss for the years ended December 31, 2015, 2014 and 2013 were as follows:

	Cash flow hedges	Available-for-sale securities	Pension and postretirement benefit plans	Foreign currency adjustments	Total
Balance January 1, 2013	$ (7,777)	$ 4,513	$ (759,199)	$ 81,250	$ (681,213)
Other comprehensive income (loss) before reclassifications (a)	(147)	(7,000)	122,023	(39,489)	75,387
Amounts reclassified from accumulated other comprehensive income (loss) (a), (b)	1,544	718	35,755	(6,747)	31,270
Net other comprehensive income (loss)	1,397	(6,282)	157,778	(46,236)	106,657
Balance at December 31, 2013	(6,380)	(1,769)	(601,421)	35,014	(574,556)
Other comprehensive income (loss) before reclassifications (a)	1,146	4,010	(212,818)	(89,584)	(297,246)
Amounts reclassified from accumulated other comprehensive income (loss) (a), (b), (c)	545	725	28,160	(3,784)	25,646
Net other comprehensive income (loss)	1,691	4,735	(184,658)	(93,368)	(271,600)
Balance at December 31, 2014	(4,689)	2,966	(786,079)	(58,354)	(846,156)
Other comprehensive income (loss) before reclassifications (a)	**546**	**(1,715)**	**19,146**	**(91,436)**	**(73,459)**
Amounts reclassified from accumulated other comprehensive income (loss) (a), (b), (c)	**231**	**(715)**	**28,165**	**3,299**	**30,980**
Net other comprehensive income (loss)	**777**	**(2,430)**	**47,311**	**(88,137)**	**(42,479)**
Balance at December 31, 2015	**$ (3,912)**	**$ 536**	**$ (738,768)**	**$ (146,491)**	**$ (888,635)**

(a) Amounts are net of tax. Amounts in parentheses indicate debits to AOCI.
(b) See table above for additional details of these reclassifications.
(c) Foreign currency item amount represents the recognition of deferred translation upon the sale of certain businesses.

21. Stock-Based Compensation Plans

The following table shows stock-based compensation expense included in the Consolidated Statements of Income:

	Years Ended December 31,		
	2015	2014	2013
Cost of equipment sales	**$ 998**	$ 1,004	$ 886
Cost of software	**211**	95	—
Cost of support services	**786**	607	382
Cost of business services	**845**	694	527
Selling, general and administrative	**16,460**	14,028	11,099
Research and development	**1,749**	1,018	435
Discontinued operations[1]	**—**	—	1,592
Stock-based compensation expense	**21,049**	17,446	14,921
Tax benefit	**(8,083)**	(6,699)	(5,759)
Stock-based compensation expense, net of tax	**$ 12,966**	$ 10,747	$ 9,162

(1) Amount represents the expense related to the immediate vesting of restricted stock units and stock options held by employees of PBMS upon the sale of the business.

Stock Plans

We have a long-term incentive program whereby eligible employees may be granted restricted stock units, non-qualified stock options, other stock-based awards, cash or any combination thereof. The Executive Compensation Committee of the Board of Directors administers these plans. We settle employee stock compensation awards with treasury shares. At December 31, 2015, there were 20,092,604 shares available for future grants under our long-term incentive program.

Restricted Stock Units

Restricted stock units (RSUs) entitle the holder to shares of common stock as the units vest, typically over a three or four year service period. The following table summarizes information about restricted stock units during 2015 and 2014:

	2015		2014	
	Shares	Weighted average grant date fair value	Shares	Weighted average grant date fair value
Outstanding - beginning of the year	1,819,239	$ 16.41	1,941,312	$ 13.19
Granted	809,436	21.15	685,994	23.62
Vested	(802,284)	16.88	(713,886)	14.50
Forfeited	(99,177)	17.93	(94,181)	15.11
Outstanding - end of the year	1,727,214	$ 18.30	1,819,239	$ 16.41

The fair value of RSUs is determined based on the stock price on the grant date less the present value of expected dividends. At December 31, 2015, there was $13 million of unrecognized compensation cost related to RSUs that is expected to be recognized over a weighted-average period of 1.6 years. The intrinsic value of RSUs outstanding at December 31, 2015 was $36 million. The intrinsic value of RSUs vested during 2015, 2014 and 2013 was $18 million, $18 million and $15 million, respectively. The fair value of RSUs vested during 2015, 2014 and 2013 was $14 million, $10 million and $18 million, respectively. During 2013, we granted 1,365,798 RSUs at a weighted average fair value of $10.37.

Non-employee directors receive restricted stock units which are convertible into shares of common stock one year from date of grant. In 2015 and 2014, 12,824 and 34,344 restricted stock units were awarded to non-employee directors, respectively.

Performance Stock Units

The following table summarizes share information about Performance stock units (PSUs) during 2015:

	Years Ended December 31,	
	2015	2014
Outstanding - beginning of the year	606,715	—
Granted	725,330	493,255
Performance adjustments	(188,774)	113,460
Forfeited	(35,756)	—
Outstanding - end of the year	1,107,515	606,715

PSUs are stock awards where the number of shares ultimately received by the employee is conditional upon the attainment of certain performance targets as well as total shareholder return relative to peer companies. PSUs vest at the end of a three-year service period and the actual number of shares awarded may range from 0% to 200% of the target award. However, the final determination of the number of shares to be issued is made by our Board of Directors, who may reduce, but not increase, the ultimate number of shares to be awarded (negative discretion). PSUs are accounted for as variable awards until the end of the service period when the grant date is established.

Total share-based compensation expense for PSUs is determined by the product of the number of shares eligible to be awarded and expected to vest and the fair value of the award, determined using a Monte Carlo simulation model, commencing at the inception of the requisite service period. During the performance period, the compensation expense for PSUs is re-computed using the fair value of the award, determined using a Monte Carlo simulation model each balance sheet date. Due to the variability of these awards, significant fluctuations in share-based compensation expense recognized from one period to the next are possible. At December 31, 2015, there was $14 million of unrecognized compensation cost related to PSUs that will be recognized over 1.7 years.

Stock Options

Stock options may be granted to certain officers and employees at an exercise price equal to or greater than the stock price of our common stock on the grant date. Options vest ratably over three or four years and expire ten years from the date of grant. At December 31, 2015, there was less than $1 million of unrecognized compensation cost related to stock options that is expected to be recognized over a weighted-average period of 2.8 years. The intrinsic value of options outstanding and options exercisable at December 31, 2015 was $3 million and $2 million, respectively. No stock options were exercised in 2015. The intrinsic value of options exercised during 2014 was not material.

The following table summarizes information about stock option activity during 2015 and 2014:

	2015		2014	
	Shares	Per share weighted average exercise prices	Shares	Per share weighted average exercise prices
Options outstanding - beginning of the year	10,708,694	$ 34.27	12,396,894	$ 34.90
Granted	200,000	24.79	—	—
Exercised	—	—	(137,072)	22.78
Canceled	(100,200)	31.59	(114,925)	36.05
Expired	(2,036,894)	46.42	(1,436,203)	40.06
Options outstanding - end of the year	8,771,600	$ 31.26	10,708,694	$ 34.27
Options exercisable - end of the year	8,054,932	$ 32.14	9,808,694	$ 35.60

The following table provides additional information about stock options outstanding and exercisable at December 31, 2015:

	Options Outstanding			Options Exercisable		
Range of per share exercise prices	Shares	Per share weighted-average exercise price	Weighted-average remaining contractual life	Shares	Per share weighted-average exercise price	Weighted-average remaining contractual life
$13.39 - $22.99	2,290,103	$ 20.23	5.6 years	1,880,102	$ 20.50	5.3 years
$23.00 - $30.99	2,538,566	25.26	4.7 years	2,231,899	25.36	4.1 years
$31.00 - $45.99	3,311,665	40.30	1.2 years	3,311,665	40.30	1.2 years
$46.00 - $48.03	631,266	48.03	1.1 years	631,266	48.03	1.1 years
	8,771,600	$ 31.26	3.4 years	8,054,932	$ 32.14	2.9 years

We estimate the fair value of stock options using a Black-Scholes valuation model. Key assumptions used to estimate the fair value of stock options include the volatility of our stock price, a risk-free interest rate, the expected dividend yield and expected life of the award. The risk-free interest rate is based on U.S. treasuries with a term equal to the expected option term. The expected stock price volatility, life of the award and expected dividend yield are based on historical experience. In 2014 there were no stock options granted and in 2013, we granted 800,000 options at a weighted average exercise price of $21.93.

The fair value of stock options granted during 2015 was determined using the following assumptions:

Expected dividend yield	3.4%
Expected stock price volatility	29.0%
Risk-free interest rate	2.0%
Expected life	7 years
Weighted-average fair value per option granted	$3.38
Fair value of options granted (in thousands)	$676

Employee Stock Purchase Plan

We maintain a non-compensatory Employee Stock Purchase Plan that enables substantially all U.S. and Canadian employees to purchase shares of our common stock at an offering price of 95% of the average market price on the offering date. At no time will the exercise price be less than the lowest price permitted under Section 423 of the Internal Revenue Code. Employees purchased 131,769 shares and 87,606 shares in 2015 and 2014, respectively. We have reserved 3,068,737 common shares for future purchase under the ESPP.

22. Quarterly Financial Data (unaudited)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
2015					
Revenue	$ 890,681	$ 880,891	$ 869,541	$ 936,947	$ 3,578,060
Cost of revenues	390,525	385,182	376,205	406,679	1,558,591
Operating expenses	364,560	286,256	356,784	401,044	1,408,644
Income from continuing operations before income taxes	135,596	209,453	136,552	129,224	610,825
Provision for income taxes	50,547	52,351	42,676	44,204	189,778
Income from continuing operations	85,049	157,102	93,876	85,020	421,047
Income (loss) from discontinued operations	157	(739)	—	5,853	5,271
Net income before attribution of noncontrolling interests	85,206	156,363	93,876	90,873	426,318
Less: Preferred stock dividends of subsidiaries attributable to noncontrolling interests	4,594	4,593	4,594	4,594	18,375
Net income - Pitney Bowes Inc.	$ 80,612	$ 151,770	$ 89,282	$ 86,279	$ 407,943
Amounts attributable to common stockholders:					
Income from continuing operations	$ 80,455	$ 152,509	$ 89,282	$ 80,426	$ 402,672
Income (loss) from discontinued operations	157	(739)	—	5,853	5,271
Net income - Pitney Bowes Inc.	$ 80,612	$ 151,770	$ 89,282	$ 86,279	$ 407,943
Basic earnings per share attributable to common stockholders (1):					
Continuing operations	$ 0.40	$ 0.76	$ 0.45	$ 0.40	$ 2.01
Discontinued operations	—	—	—	0.03	0.03
Net income - Pitney Bowes Inc.	$ 0.40	$ 0.75	$ 0.45	$ 0.43	$ 2.04
Diluted earnings per share attributable to common stockholders (1):					
Continuing operations	$ 0.40	$ 0.75	$ 0.44	$ 0.41	$ 2.00
Discontinued operations	—	—	—	0.03	0.03
Net income - Pitney Bowes Inc.	$ 0.40	$ 0.75	$ 0.44	$ 0.44	$ 2.03

(1) The sum of the earnings per share amounts may not equal the totals due to rounding.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
2014					
Revenue	$ 937,497	$ 958,450	$ 941,644	$ 983,913	$ 3,821,504
Cost of revenues	409,866	423,159	421,544	426,222	1,680,791
Operating expenses	473,129	396,814	378,563	461,011	1,709,517
Income from continuing operations before income taxes	54,502	138,477	141,537	96,680	431,196
Provision for income taxes	8,036	46,335	25,310	33,134	112,815
Income from continuing operations	46,466	92,142	116,227	63,546	318,381
Income from discontinued operations	2,801	6,717	20,655	3,576	33,749
Net income before attribution of noncontrolling interests	49,267	98,859	136,882	67,122	352,130
Less: Preferred stock dividends of subsidiaries attributable to noncontrolling interests	4,594	4,594	4,593	4,594	18,375
Net income - Pitney Bowes Inc.	$ 44,673	$ 94,265	$ 132,289	$ 62,528	$ 333,755
Amounts attributable to common stockholders:					
Income from continuing operations	$ 41,872	$ 87,548	$ 111,634	$ 58,952	$ 300,006
Income from discontinued operations	2,801	6,717	20,655	3,576	33,749
Net income - Pitney Bowes Inc.	$ 44,673	$ 94,265	$ 132,289	$ 62,528	$ 333,755
Basic earnings per share attributable to common stockholders [1]:					
Continuing operations	$ 0.21	$ 0.43	$ 0.55	$ 0.29	$ 1.49
Discontinued operations	0.01	0.03	0.10	0.02	0.17
Net income - Pitney Bowes Inc.	$ 0.22	$ 0.47	$ 0.65	$ 0.31	$ 1.65
Diluted earnings per share attributable to common stockholders [1]:					
Continuing operations	$ 0.21	$ 0.43	$ 0.55	$ 0.29	$ 1.47
Discontinued operations	0.01	0.03	0.10	0.02	0.17
Net income - Pitney Bowes Inc.	$ 0.22	$ 0.46	$ 0.65	$ 0.31	$ 1.64

(1) The sum of the earnings per share amounts may not equal the totals due to rounding.

PITNEY BOWES INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS AND RESERVES
(Dollars in thousands)

Description	Balance at beginning of year	Additions charged to expense	Deductions	Balance at end of year
Allowance for doubtful accounts				
2015	**$ 10,742**	**$ 1,408**	**$ (2,888)**	**$ 9,262**
2014	$ 13,149	$ 2,041	$ (4,448)	$ 10,742
2013	$ 20,219	$ 3,881	$ (10,951)	$ 13,149
Valuation allowance for deferred tax asset				
2015	**$ 116,935**	**$ 21,232**	**$ (5,543)**	**$ 132,624**
2014	$ 122,780	$ 636	$ (6,481)	$ 116,935
2013	$ 142,176	$ 15,921	$ (35,317)	$ 122,780

PITNEY BOWES INC.
Pitney Bowes Director Equity Deferral Plan

I. Establishment and Purpose

The purpose of the Pitney Bowes Director Equity Deferral Plan ("Plan") is to allow Directors of Pitney Bowes Inc. ("Company") who receive equity awards, such as stock units ("Units"), as part of their Director compensation under the Pitney Bowes Inc. Director Stock Plan as amended and restated as of May 12, 2014 or any subsequent approved stock plan(s), to defer settlement of those equity awards until termination of service or retirement from the Company's Board of Directors. The plan was approved by the Board of Directors November 8, 2013 effective May 12, 2014. The Plan is intended to comply with the rules under the Internal Revenue Code and specifically Section 409A ("IRC 409A").

II. Eligibility to Participate

A Director becomes eligible to participate in this Plan upon election or appointment to the Company's Board of Directors.

III. Deferral Election

A Director shall submit a deferral election on an approved form furnished by the Company regarding an equity award. The election generally must be made in the year prior to the year that the award is approved by the Board or upon commencement of Board service. The Board may set up procedures to accept deferral elections at such other times as are consistent with IRC 409A such as: (1) elections for newly eligible Directors, where the election is to be made within 30 days of initial eligibility, and (2) performance based compensation deferral elections, where the election can be made up to six months before the end of the performance period if (a) the Director performs services continuously from the later of the beginning of the performance period or the date the performance criteria are established and (b) the satisfaction of the performance criteria is not readily ascertainable as of the time the election is made. A deferral election will not be allowed for awards or portions thereof that otherwise would vest and be settled within 12 months of the election, unless specifically allowed under the Plan and under IRC 409A.

An election to defer the settlement of an award must include the entire award type made on that award date. That is, a Director cannot defer only part of an award type, but can elect to defer all of an award type in one year and none the next year.

The Company may allow Directors to elect a modification of a prior election but only if the modification is made more than 12 months prior to when the settlement would otherwise occur and does not take effect for at least 12 months from the date of the modification election. Where the modification is deemed a subsequent election under IRC 409A, the deferral period or award settlement date is postponed by five years from the original Default Settlement Date or elected distribution date, as applicable.

Once a deferral election is made, the election may not be revoked and the deferral period may not be accelerated except as provided under this Plan document.

A Director's deferral election will be cancelled (1) for the balance of the Plan Year in which an unforeseeable emergency payment is made and (2) during the period in which the Director is unable to perform duties of his or her position or substantially similar position due to a mental or physical impairment that can be expected to result in death or last for a continuous period of at least six months.

IV. Deferral Term

A Director may elect to defer settlement of an equity award to termination of service or retirement from the Company's Board of Directors

V. Settlement

Settlement of deferred equity Units means the conversion of an equity Unit into a full unrestricted share of Company common stock and the distribution of such shares to the Director, to the extent allowable under law. Fractional shares at settlement will either be payable in cash or used for additional withholding taxes.

The Plan's Default Date of Settlement is the month immediately following the third month after the Director's termination or retirement from Board service. If the Director elects settlement over a ten-year period following termination or retirement from Board service the settlement shall be made in equal share installments with the first settlement being made during the fourth month following the Director's termination or retirement from Board service and each successive installment being in the same month in successive calendar years. Installment payments shall be treated as a single form of payment under the Plan.

VI. Vesting

Equity Awards shall vest in accordance with the underlying equity award terms. Directors who submit a deferral election are deferring the settlement, not the vesting, of such awards to the deferral date elected or allowed under this Plan.

VII. Dividend Equivalents

The underlying equity award shall specify when and if dividends or dividend equivalents are payable under the equity award. Dividend equivalents on deferred awards will be paid out to the Directors quarterly within 30 days of the dividend payment date on outstanding Company stock.

VIII. Voting Rights

Deferred equity awards are considered notional or phantom shares and do not carry voting rights until they are settled into common shares at the end of the deferral period.

IX. Death

In the event of a Director's death, vested deferred Units will be settled and converted in Company common stock within 90 days of the Director's death and will be payable to the Director's estate unless the Director has designated in writing a specific beneficiary(ies).

X. Change of Control

If a Change of Control of Pitney Bowes Inc. meets the requirements of IRC Section 409A, deferred equity Units will be converted into Company common stock upon the Change of Control. Change of Control shall be defined as in the Pitney Bowes Inc. Directors' Stock Plan.

XI. Tax Withholding

Withholding from the award settlement into common stock will occur only if and to the extent required by federal, state, local or foreign law.

XII. Amendment

Except for non-material administrative changes which can be made by the Executive Committee of the Board of Directors, all other amendments to this Plan requires the approval of the full Board. The Board may delegate ministerial actions to administer the Plan to Company's Chief Executive Officer or other senior executive officers as the case maybe. The Board may terminate this Plan and settle all outstanding deferred awards. Amendments and termination may occur without prior notification.

XIII. General Assets

To the extent any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Company. Nothing contained in this Plan and no action taken pursuant to its provisions shall create or be construed to create a trust of any kind. No Director shall have any right, title or interest whatever in the assets of the Company.

XIV. Anti-assignment Rule

A Director may not assign any interest or benefit under this Plan for any purposes. Purported assignments shall be null and void and of no effect. Notwithstanding anything to the contrary herein the Board may, at is sole discretion, make distributions to an alternate payee in accordance with the terms of domestic relations order (See IRC Section 414(p)(1)(B)).

XV. No Acquired Right

The benefits provided by this Plan shall not rise to the level of an acquired right.

XVI. Director Stock Ownership Policy

Fully vested but deferred Units shall count toward the ownership requirements under the Director Stock Ownership Policy.

XVII. Director Duties

Directors must keep the Company advised at all times of his or her current mailing address and other contact information.

XVIII. Designation of Beneficiary

A Director may designate a beneficiary(ies) by submitting to the Company the beneficiary information in writing according to the format approved by the Company. If a distribution is to be made to a minor, or to a person who is incompetent, the Company may make the distribution to (1) a legal guardian, or if none, to a parent at the minor's residence, or (2) to a conservator, or (3) to a person having custody of an incompetent payee. Such distribution shall fully discharge the liability under this Plan.

XIX. IRC Section 409A

This Plan is intended to comply with the Internal Revenue Code and specifically IRC 409A and shall in all respects be administered in accordance with its rules. Distributions may only be made under the Plan upon an event and in a manner permitted under IRC

Section 409A. All payments made upon termination of service or retirement under this Plan may only be made upon a "separation of service" under IRC Section 409A. All deferral elections shall be consistent with permissible elections under IRC Section 409A.

XX. Plan Administrator and Administration

This Plan shall be administered by the Executive Committee of the Board ("Committee"). The Committee shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for administration of this Plan and to utilize its discretion to decide or resolve any and all questions as may arise in connection with the Plan. The Committee may delegate certain ministerial actions to the Company's Chief Executive Officer or other senior executive officers as the case maybe.

XXI. Governing Law

The laws of the State of Connecticut shall govern the construction and administration of the Plan.

PITNEY BOWES INC.
Pitney Bowes Executive Equity Deferral Plan

I. Establishment and Purpose

The purpose of the Pitney Bowes Executive Equity Deferral Plan ("Plan") is to allow key executives ("Participants") at Pitney Bowes Inc. and its designated subsidiaries and affiliates ("Company") who receive equity awards as part of the Participant's long-term incentive compensation, such as restricted stock units ("RSU") and performance stock units ("PSU"), under the Pitney Bowes 2013 Stock Plan or any subsequent approved stock plan(s), to defer settlement of those equity awards until termination of employment or Retirement (termination of employment after age 55). The plan was approved by the Executive Compensation Committee and the board of directors on November 7, 2014 to facilitate Company executives in accumulating sizable holdings in Common stock as required under the Executive Stock Ownership Policy and to further align executive compensation with the interests of Company stockholders. This Plan may be offered to Participants in countries outside the United States on a country by country basis at the sole discretion of the Company. The Plan is intended to comply with the rules under the Internal Revenue Code and specifically Section 409A ("IRC 409A").

II. Eligibility to Participate

An executive becomes eligible to participate in this Plan upon receipt of specific written notification of eligibility to participate from the Company. Generally only the Company's senior executives are eligible to participate in the Plan.

III. Deferral Election

A Participant shall submit a deferral election on a form furnished or approved by the Company regarding an equity award. The election generally must be made in the year prior to the year that the award is approved by the board or the Company. However, the Company may set up procedures to accept deferral elections at such other times as are consistent with IRC 409A such as: (1) elections for newly eligible executives, where the election is to be made within 30 days of initial eligibility, and (2) performance based compensation deferral elections, where the election can be made up to six months before the end of the performance period if (a) the Participant performs services continuously from the later of the beginning of the performance period or the date the performance criteria are established and (b) the satisfaction of the performance criteria is not readily ascertainable as of the time the election is made. A deferral election will not be allowed for awards or portions thereof that otherwise would vest and be settled

within 12 months of the election, unless specifically allowed under the Plan and under IRC 409A.

An election to defer the settlement of an award must include the entire award type made on that award date. For example, if the Participant is awarded both an RSU and PSU award, the Participant may elect to defer the entirety of either or both types of awards. Partial deferrals of equity awards will not be allowed under the Plan.

The Company may allow Participants to elect a modification of a prior election but only if the modification is made more than 12 months prior to when the settlement would otherwise occur and does not take effect for at least 12 months from the date of the modification election. Where the modification is deemed a subsequent election under IRC 409A, the deferral period or award settlement date is postponed by five years from the original Default Settlement Date or elected distribution date, as applicable.

Once a deferral election is made, the election may not be revoked and the deferral period may not be accelerated except as provided under this Plan document.

A Participant's deferral election will be cancelled (1) for the balance of the Plan Year in which an unforeseeable emergency payment is made, (2) through the end of the Plan Year in which the six-month anniversary of a 401(k) Plan hardship distribution falls, and during the period in which the Participant is unable to perform duties of his or her position or substantially similar position due to a mental or physical impairment that can be expect to result in death or last for a continuous period of at least six months.

IV. Deferral Term

A Participant may elect to defer settlement of an equity award in the following ways: (1) to a date certain while the Participant is still employed, (2) to termination of employment or Retirement or (3) over a period of ten years commencing at termination of employment, provided that if the Participant is not eligible to Retire, settlement shall instead be made at termination of employment. If a participant defers settlement to a date certain while still employed but terminates employment prior to the date certain, settlement of the equity award will occur upon termination of employment under Article V below.

V. Settlement

Settlement of deferred equity units means the conversion of an equity unit into a full unrestricted share of Company common stock and the distribution of such shares to the Participant, to the extent allowable under law. Fractional shares at settlement will either be payable in cash or used for additional withholding taxes.

The Plan's Default Date of Settlement is (1) if the deferral was to a date certain and the Participant is still employed at such date certain, then settlement will occur within 30 days of the date certain; and (2) if the Participant terminates employment then settlement will be during the 7 month following the Participant's termination of employment. If the participant elects settlement over a ten-year period following termination from employment and is eligible to Retire at the time of termination from employment, the settlement shall be made in equal share installments with the first settlement being made during the seventh month following the Participant's termination from employment and each successive installment being in the same month in successive calendar years. Installment payments shall be treated as a single form of payment under the Plan. If the Participant has elected to defer an award to be settled in installments but terminates prior to Retirement, the award will be settled during the seventh month following the Participant's termination from employment notwithstanding the Participant's election.

VI. Vesting

Equity Awards shall vest in accordance with the underlying equity award terms. Participants who submit a deferral election are deferring the settlement, not the vesting, of such awards to the deferral date elected or allowed under this Plan.

VII. Deferral of Dividend/Dividend Equivalents

The underlying equity award shall specify when and if dividends are payable under the equity award. Dividend equivalents on deferred awards will be deferred into additional deferred restricted stock units under the same terms as the underlying deferred equity award generating those dividend equivalents. If dividends are payable under the equity award (e.g. after vesting of the award), dividend equivalents under deferred equity awards will be converted into additional vested restricted stock units with settlement deferred until the base deferral is settled pursuant to the Participant's election or the Plan terms. Dividend equivalents will be deferred into additional vested restricted stock units based on the New York Stock Exchange closing stock price for the Company's stock on the date the dividend on Company stock is otherwise paid to stockholders. Deferred dividend converted into additional restricted stock units will be converted into Company common shares at the same time as the equity award which gave rise to the dividend equivalent. Regular stock dividends will be payable once the units are converted into common shares at the end of the deferral period.

VIII. Voting Rights

Deferred equity awards are considered notional or phantom shares and do not carry voting rights until they are settled into common shares at the end of the deferral period.

IX. Death and Disability

In the event of a Participant's death, vested deferred units will be settled and converted in Company common stock in the second month immediately following the Participant's death and will be payable to the Participant's estate unless the Participant has designated in writing a specific beneficiary(ies).

In the event of a Participant's total disability, which shall be defined as the Participant's termination from employment after two years on long term disability benefits, any outstanding deferred units shall be settled and converted in Company common stock in the seventh month immediately following the Participant's termination of employment on account of disability. Settlement shall be treated as a termination of employment or Retirement as the case may be.

X. Change of Control

If a Change of Control of Pitney Bowes Inc. meets the requirements of IRC Section 409A, deferred equity units will be converted into Company common stock upon the Participant's termination of employment on account of a Change of Control and within 24 months of the Change of Control. Change of Control shall be defined as in the Company Senior Executive Severance Policy.

XI. Tax Withholding

To the extent required by federal, state, local or foreign law, the Company may withhold applicable taxes upon settlement of a deferred equity award, including settlement of reinvested units derived from dividend equivalents, by withholding units or stock issued on the settlement.

XII. Amendment

Except for non-material administrative changes, all other amendments to this Plan requires the approval of the Executive Compensation Committee. This Plan may be terminated by the Executive Compensation Committee of the board. Amendments and termination may occur without prior notification.

XIII. General Assets

To the extent any person acquires a right to receive payments hereunder, such rights are no greater than the right of an unsecured general creditor of the Company. Nothing contained in this Plan and no action taken pursuant to its provisions shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and the Participant or beneficiaries. No Participant shall have any right, title or interest whatever in the assets of the Company (or participating company).

XIV. Anti-assignment Rule

A Participant may not assign any interest or benefit under this Plan for any purposes. Purported assignments shall be null and void and of no effect. Notwithstanding anything to the contrary here in the Company may, at is sole discretion, make distributions to an alternate payee in accordance with the terms of domestic relations order (See IRC Section 414(p)(1)(B)).

XV. No Employment Contract or No Acquired Right

Nothing contained herein shall be construed to constitute an employment contract between the Company and the Participant. The benefits provided by this Plan shall not rise to the level of an acquired right.

XVI. Executive Stock Ownership Policy

Fully vested but deferred units shall count toward the ownership requirements under the Executive Stock Ownership Policy.

XVII. Participant Duties

Participants must keep the Company advised at all times of his or her current mailing address and other contact information.

XVIII. Designation of Beneficiary

A participant may designate a beneficiary(ies) by submitting to the Company the beneficiary information in writing according to the format approved by the Company. If a distribution is to be made to a minor, or to a person who is incompetent, the Company may make the distribution to (1) a legal guardian, or if none, to a parent at the minor's residence, or (2) to a conservator, or (3) to a person having custody of an incompetent payee. Such distribution shall fully discharge the Company's liability.

XIX. IRC Section 409A

This Plan is intended to comply with the Internal Revenue Code and specifically IRC 409A and shall in all respects be administered in accordance with its rules. Distributions may only be made under the Plan upon an event and in a manner permitted under IRC Section 409A. All payments made upon termination of employment under this Plan may only be made upon a "separation of service" under IRC Section 409A. All deferral elections shall be consistent with permissible elections under IRC Section 409A.

XX. Plan Administrator and Administration

This Plan shall be administered by the Executive Compensation Committee ("Committee") of the board. The Committee shall have discretionary authority to make, amend, interpret and enforce all appropriate rules and regulations for administration of this Plan and to utilize its discretion to decide or resolve any and all questions as may arise in connection with the Plan. The Committee may delegate certain ministerial actions to the Company's Chief Executive Officer and Chief Operating Officer or other Senior Executive Officers as the case maybe. The Committee and the board as the case may be have the right to terminate this Plan without notice and to settle all outstanding deferred awards.

XXI. Governing Law

The laws of the State of Connecticut shall govern the construction and administration of the Plan.

Exhibit 12

PITNEY BOWES INC.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(Dollars in thousands)

	Years Ended December 31,				
	2015	2014	2013	2012	2011
Income from continuing operations before income taxes	**$ 610,825**	$ 431,196	$ 383,954	$ 511,770	$ 465,616
Add:					
Interest expense [1]	**162,909**	174,661	195,836	196,368	203,061
Portion of rents representative of the interest factor	**15,807**	18,367	22,259	22,564	25,893
Amortization of capitalized interest	**—**	—	—	973	1,535
Income as adjusted	**$ 789,541**	$ 624,224	$ 602,049	$ 731,675	$ 696,105
Fixed charges:					
Interest expense [1]	**$ 162,909**	$ 174,661	$ 195,836	$ 196,368	$ 203,061
Portion of rents representative of the interest factor	**15,807**	18,367	22,259	22,564	25,893
Noncontrolling interests (preferred stock dividends of subsidiaries), excluding taxes	**29,830**	29,878	27,841	27,841	27,507
Total fixed charges	**$ 208,546**	$ 222,906	$ 245,936	$ 246,773	$ 256,461
Ratio of earnings to fixed charges [2]	**3.79**	2.80	2.45	2.96	2.71

(1) Interest expense includes both financing interest expense and other interest expense.

(2) The computation of the ratio of earnings to fixed charges has been computed by dividing income from continuing operations before income taxes as adjusted by fixed charges. Included in fixed charges is one-third of rent expense as the representative portion of interest.

Exhibit 21

PITNEY BOWES INC.
SUBSIDIARIES OF REGISTRANT
The Registrant, Pitney Bowes Inc., a Delaware Corporation, has no parent
The following are subsidiaries of the Registrant
(as of December 31, 2015)

Subsidiary Name	Country or state of incorporation
Alternative Mail & Parcels Investments Ltd	United Kingdom
B. Williams Funding Corp.	Delaware
Borderfree Australia Pty. Ltd.	Australia
Borderfree Canada, Inc.	Canada
Borderfree China Co., Ltd.	China
Borderfree Limited	Ireland
Borderfree Research and Development Ltd.	Israel
Borderfree UK Limited	United Kingdom
Borderfree, Inc.	Delaware
BoxHop LLC	Delaware
Elmcroft Road Realty Corporation	Connecticut
Factor Humano y Cadena de Personal, S.A. de C.V.	Mexico
FSL Holdings Inc.	Connecticut
FSL Risk Managers Inc.	New York
Group 1 Software China Ltd.	Hong Kong
Harvey Company, L.L.C	Delaware
Mag Systemes SAS	France
MapInfo Realty LLC	New York
OLDEMT LIMITED	United Kingdom
OldEurope Limited	United Kingdom
OldMS Limited	United Kingdom
OLDPBIMS LIMITED	United Kingdom
OldPBSL	United Kingdom
OLDPBIMS Limited	United Kingdom
PB Equipment Management Inc.	Delaware
PB European UK LLC	Delaware
PB Historic Renovation LLC	Delaware
PB Nova Scotia Holdings Inc.	Delaware
PB Nova Scotia Holdings II ULC	Canada
PB Nova Scotia Holdings ULC	Canada
PB Nova Scotia V ULC	Canada
PB Nova Scotia VI ULC	Canada
PB Nova Scotia VII ULC	Canada
PB Nova Scotia II ULC	Canada
PB Nova Scotia LP	Delaware
PB Professional Services Inc.	Delaware
PB Worldwide Inc.	Delaware
PBDorm Ireland Limited	Ireland

Pitney Bowes (Asia Pacific) Pte. Ltd	Singapore
Pitney Bowes (Dormant) Pte Ltd	Singapore
Pitney Bowes (Malaysia) Sdn Bhd	Malaysia
Pitney Bowes (Singapore) Pte Ltd	Singapore
Pitney Bowes (Switzerland) AG	Switzerland
Pitney Bowes Australia FAS Pty Limited	Australia
Pitney Bowes Australia Pty Limited	Australia
Pitney Bowes Brasil Equipamentos e Servicos Ltda	Brazil
Pitney Bowes Canada II LP	Canada
Pitney Bowes Canada LP	Canada
Pitney Bowes Credit Australia Limited	Australia
Pitney Bowes Danmark A/S	Denmark
Pitney Bowes Deutschland GmbH	Germany
Pitney Bowes Finance Ireland Limited	Ireland
Pitney Bowes Finance Limited	United Kingdom
Pitney Bowes Global Financial Services LLC	Delaware
Pitney Bowes Global Limited	United Kingdom
Pitney Bowes Global LLC	Delaware
Pitney Bowes Holdco Limited	United Kingdom
Pitney Bowes Holding SNC	France
Pitney Bowes Holdings Limited	United Kingdom
Pitney Bowes Hong Kong Limited	Hong Kong
Pitney Bowes India Private Limited	India
Pitney Bowes International Finance Limited	United Kingdom
Pitney Bowes International Funding	Ireland
Pitney Bowes International Holdings, Inc.	Delaware
Pitney Bowes Ireland Limited	Ireland
Pitney Bowes Italia S.r.l.	Italy
Pitney Bowes Japan K.K.	Japan
Pitney Bowes Limited	United Kingdom
Pitney Bowes Luxembourg Holding II S.a.r.l.	Luxembourg
Pitney Bowes Luxembourg Holding S.a.r.l.	Luxembourg
Pitney Bowes Mail and Messaging Systems (Shanghai) Co., Ltd.	China
Pitney Bowes New Zealand Limited	New Zealand
Pitney Bowes Norge AS	Norway
Pitney Bowes Nova Scotia ULC	Canada
Pitney Bowes of Canada Ltd. - Pitney Bowes du Canada Ltee	Canada
Pitney Bowes Oy	Finland
Pitney Bowes Polska Sp. z.o.o.	Poland
Pitney Bowes Presort Services, Inc.	Delaware
Pitney Bowes Properties Inc.	Connecticut
Pitney Bowes Puerto Rico, Inc.	Puerto Rico
Pitney Bowes SAS	France
Pitney Bowes Shelton Realty Inc.	Connecticut
Pitney Bowes Software (Beijing) Ltd	China
Pitney Bowes Software Canada Inc.	Canada

Pitney Bowes Software Europe Limited	United Kingdom
Pitney Bowes Software GmbH	Germany
Pitney Bowes Software Holdings Limited	United Kingdom
Pitney Bowes Software Inc.	Delaware
Pitney Bowes Software India Private Limited	India
Pitney Bowes Software K. K.	Japan
Pitney Bowes Software Pte. Ltd	Singapore
Pitney Bowes Software Pty Ltd	Australia
Pitney Bowes Software SAS	France
Pitney Bowes Svenska Aktiebolag	Sweden
Pitney Bowes UK LP	United Kingdom
PitneyWorks.com Inc.	Delaware
PitneyWorks.com L.L.C.	Delaware
Portrait International, Inc.	Ohio
Portrait Million Handshakes AS	Norway
Portrait Software International Limited	United Kingdom
Portrait Software Limited	United Kingdom
Quadstone Paramics Ltd	Scotland
Real Time Content Ltd	United Kingdom
Schooner Acq. Corp.	Delaware
Technopli SARL	France
The Pitney Bowes Bank, Inc.	Utah
Volly LLC	Delaware
Wheeler Insurance, Ltd.	Vermont

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Registration Nos. 333-05731, 333-132589, 333-132590, 333-132591, 333-132592, 333-145527, 333-190308) and on Forms S-3 (Registration Nos. 333-183070, 333-198759) of Pitney Bowes Inc. of our report dated February 22, 2016 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP
Stamford, Connecticut
February 22, 2016

Exhibit 31.1

CERTIFICATION PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Marc B. Lautenbach, certify that:

1. I have reviewed this Annual Report on Form 10-K of Pitney Bowes Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2016

/s/ Marc B. Lautenbach

Marc B. Lautenbach
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Monahan, certify that:

1. I have reviewed this Annual Report on Form 10-K of Pitney Bowes Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 22, 2016

/s/ Michael Monahan

Michael Monahan

Executive Vice President, Chief Operating Officer and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Pitney Bowes Inc. (the "Company") on Form 10-K for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Marc B. Lautenbach, President and Chief Executive Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Marc B. Lautenbach

Marc B. Lautenbach
President and Chief Executive Officer
Date: February 22, 2016

The foregoing certification is being furnished solely to accompany this report pursuant to 18 U.S.C. §1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company.

Exhibit 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Pitney Bowes Inc. (the "Company") on Form 10-K for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael Monahan, Executive Vice President, Chief Operating Officer and Chief Financial Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael Monahan

Michael Monahan

Executive Vice President, Chief Operating Officer and Chief Financial Officer

Date: February 22, 2016

The foregoing certification is being furnished solely to accompany this report pursuant to 18 U.S.C. §1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company.

BLANKET PURCHASE ORDER

BPO ID: BPNC16000221 PRINT DATE: 01/03/2017 PAGE: 01

TO CONTRACTOR:
060495050
PITNEY BOWES, INC.
220 MILLER PLACE,

HICKSVILLE NY 11801-1826

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
MILLS, LINDA, XT 16109
(516) 571-4200

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	03/28/2022	03/01/17	0%	NET

TERMS:

****
TITLE: PITNEY BOWES MAILING PRODUCTS RENTAL.
****
BUYER: LINDA A MILLS
****
AUTHORITY: OPIN NYS COMPTROLLER 79-150; VENDOR QUOTE OF 11/03/16; AND
AGENCY E-MAIL DATED NOVEMBER 3, 2016, APPROVED BY JAMES DAVIS.
****
THIS B/O IS RESTRICTED TO THE NC DEPARTMENT OF ASSESSMENT.
****

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	985-54 MAILING EQUIPMENT LEASE/RENTALS		EA	6,805.2600

LEASE TERM IS FOR 60 MONTHS, PAYMENTS QUARTERLY
$6,805.26. ($2,268.42 PER MONTH)
****

END OF ITEM LIST

TERMS:

<< CONTINUED, NEXT PAGE >>

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

AUTHORITY: OPINION NYS COMPTROLLER 79-150; VENDOR QUOTE OF 11/03/16; AND AGENCY E-MAIL OF NOVEMBER 3, 2016, APPROVED BY JAMES DAVIS.
THIS BLANKET ORDER REPLACES BPNC11000422.
TITLE: PITNEY BOWES MAILING SYSTEMS RENTAL.
BUYER: LINDA A. MILLS

****

PERIOD COVERED: SHALL BE FROM THE EFFECTIVE DATE OF THE BLANKET PURCHASE ORDER TO AND INCLUDING FEBRUARY 28, 2022. NO CANCELLATION IS PERMITTED.
EFFECTIVE DATE - DATE THAT EQUIPMENT IS ACCEPTED BY NASSAU COUNTY AND THE DATE LEASE TERM BEGINS; AGENCY MUST NOTIFY BUYER IN WRITING OF THE ACCEPTANCE DATE SO THAT BUYER MAY AMEND THIS CONTRACT TO REFLECT TERM.

****

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED QUARTERLY IN ADVANCE, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE 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 THE 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

<< CONTINUED, NEXT PAGE >>

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

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order to this Office to the attention of:

ATTN: LINDA A. MILLS
Nassau County Office of Purchasing
1 WEST STREET, MINEOLA, NEW YORK 11501

.
Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

THIS BLANKET PURCHASE ORDER ESTABLISHES 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.
THIS BLANKET PURCHASE ORDER 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.
****

GENERAL CONDITIONS (REPAIRS):
ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" 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 INTERMEMBER WITH 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 CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE

<< CONTINUED, NEXT PAGE >>

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 THE USING AGENCY.
EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

TITLE SHALL REMAIN WITH LESSOR AND NOT PASS TO NASSAU COUNTY.
EQUIPMENT MAINTENANCE IS INCLUDED AND IS COVERED EITHER BY THE WARRANTY OR THE MAINTENANCE AGREEMENT. INCLUDES SOFTGUARD RATE REPLACEMENT AND SOFTWARE MAINTENANCE.
60 MONTH LEASE, PAID QUARTERLY IN ADVANCE.
****
****
EQUIPMENT COVERED: RELAY 8000 INSERTING SYSTEM. BREAKDOWN:
DITU HIGH CAPACITY SHEET FEEDER, INSTALLATION & TRAINING
DITV INSTALLATION AND TRAINING STACKERS
F700327 SPECIAL TOWER FEEDER KIT
F780183 SHEET/FLAT ENVELOPE TRAY
F780184 INSERT TRAY
F790018 18" CONSOLE EXTENSION
****
****
EQUIPMENT COVERED: RELAY 8000 INSERTING SYSTEM CONTINUED:
POWER CORD,
F790700-01 US RELAY LOCALIZATION KIT
F791700-01 US HICAP SHEET FEEDER KIT
F7DI BOTTOM ADDRESS INSERTER KIT
STANDARD SLA EQUIPMENT SERVICE AGREEMENT (FOR RELAY 8000 SYSTEM)
TIOK INSERTER INSTALLATION & TRAINING
TI80 RELAY 8000 INSERTING SYSTEM
****
EQUIPMENT COVERED: RELAY 8000 INSERTING SYSTEM (CONTINUED)
****
TIBB HORIZONTAL BELT STACKER
TIHC HIGH CAPACITY SHEET FEEDER
TIRD 90" TABLE WITH SHELF
****
Contractor shall retain complete and accurate records and documents

<< CONTINUED, NEXT PAGE >>

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

A-5-17

Nassau County

Office of Purchasing

A-5-17

Staff Summary A-05-2017

Subject: Security System, Furnish and Install (RQPD17000081; S/B # 99022-01177-172)	Date: January 26, 2017
Department: Office of Purchasing	Vendor Name: Electronic Interface Associates
Department Head Name: Eric C. Naughton	Contract Number A-05-2017
Department Head Signature: Eric Naughton	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	2/13/17	Counsel to C.E.
	Budget	2/13/17	County Atty.
2/15/17 SH	Deputy C.E.	2/15/17 SH	County Exec.

Narrative

Purpose: To authorize and award a purchase order for Security System, Furnish and Install for the Nassau County Police Department.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where Seventy-Two (72) vendors were notified electronically of the bid. Minority Affairs was given a copy of the bid. Three (3) bids were received. Of the vendors notified three (3) were listed as women owned, one (1) was listed as veteran owned, one (1) was listed as service disabled veteran owned and seven (7) were listed as minority owned. The reason that only three (3) bids were received is that it is an intricate project with enforced completion dates, required expertise and the ability to meet time constraints.

Impact on Funding: Project cost will be One Hundred Eight-Eight Thousand Eight Hundred Forty-Seven Dollars and Eighty-One Cents ($188,847.81) from Capital Project 50680.

Recommendation: Office of Purchasing recommends an award be given to Electronic Interface Associates as the lowest responsible bidder meeting specifications.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2017 FEB 16 A 10:47

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-05-2017**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: JANUARY 31, 2017

SUBJECT: RESOLUTION–NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED EIGHT-EIGHT THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS AND EIGHTY-ONE CENTS ($188,847.81) ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT TO ELECTRONIC INTERFACE ASSOCIATES WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO FURNISH AND INSTALL A SECURITY SYSTEM FOR THE NASSAU COUNTY POLICE DEPARTMENT.

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
DEPUTY COUNTY 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

RULES RESOLUTION 2017

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 THE NASSAU COUNTY POLICE DEPARTMENT AND ELECTRONIC INTERFACE ASSOCIATES.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #99022-01177-172 for Security System, Furnish and Install for the Nassau County Police Department as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm ELECTRONIC INTERFACE ASSOCIATES 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 Purchase Order with ELECTRONIC INTERFACE ASSOCIATES.

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: Electronic Interface Associates

Dated: Jan 24, 2017

Signed:

Print Name: Mathew Orent

Title: Director of Sales & Marketing

Rev. 3-2016

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.

N/A - None

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

N/A - None

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

N/A - 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.**

N/A - None

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

N/A - None

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER TITLE

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: 1/16/17

Signed: [signature]
Print Name: Matthew Grant

Title: Director Sales & marketing

Page 4 of 4:

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.

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 Matthew Orent
   Date of birth 3 / 8 / 77
   Home address 301 East 87 St
   City/state/zip New York NY 10128
   Business address 34-07 37th Avenue
   City/state/zip Long Island City NY 11101
   Telephone 646 827-1233
   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 5 / 1 / 95 Treasurer 1 / 1 / 89
   Chairman of Board 7 / 1 / 77 Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___ ___/___/___ (mpo)
   (Other) Director 1/3/14

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 ___ 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.

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

BIDDER SIGN HERE _____ BIDDER

Director of Sales & Marketing 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, Matthew Orant, 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 17 day of January 2017

Notary Public

George Engel
Commissioner of Deeds, City of New York
No. 4-5666
Cert. Filed in New York County
Commission Expires on 11/1/18

Electronic Interface Associates
Name of submitting business

Matthew Orant
Print name

Signature

Director of Sales & Marketing
Title

1 / 17 / 17
Date

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

BIDDER SIGN HERE _____ BIDDER

Director of Sales & Marketing TITLE

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 SOFIA ENGEL
   Date of birth 02/23/1956
   Home address 275 West 96th Street
   City/state/zip 10025
   Business address 34-07 37th Avenue
   City/state/zip Long Island City, NY 11101
   Telephone 212-206-8850
   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 Assistant 02/01/1982
   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.

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

BIDDER SIGN HERE _____ BIDDER

Director of Sales & Marketing 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.

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, Sofia Engel, 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 25 day of January 2017

SALVADOR GUEVARA
Commissioner of Deeds
City of New York - No. 4-4945
Certificate Filed in New York County
Commission Expires 4/1/2017

Notary Public

Electronic Interface Associates, Inc.
Name of submitting business

SOFIA ENGEL
Print name

Signature

Assistant Secretary
Title

1 / 25 / 2017
Date

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

BIDDER SIGN HERE _____ Director of Sales Operations
BIDDER TITLE

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 Yolaine V. del Prado
   Date of birth 10/10/61
   Home address 8 Deborah Drive
   City/state/zip Lawrence NJ 08648
   Business address 34-07 37th Avenue
   City/state/zip Long Island City NY 11101
   Telephone 212-206-6450
   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 3/02/89 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.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER 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 6 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, Yoly V. del Prado, 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 24 day of Jan 20 17

SALVADOR GUEVARA
Commissioner of Deeds
City of New York - No. 4-4948
Certificate Filed in New York County
Commission Expires 4/1/2017

Notary Public

Electronic Interface Associates Inc.
Name of submitting business

YOLY V. DEL PRADO
Print name

Signature

CFO
Title

1 / 24 / 17
Date

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

BIDDER SIGN HERE _____ BIDDER

Director of Sales & Marketing
TITLE

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 GEORGE ENGER
   Date of birth FEB/26/1949
   Home address 275 W 96 ST.
   City/state/zip NY NY 10025
   Business address 3407 37 AVE, LIC, NY 11101
   City/state/zip LIC NY 11101
   Telephone 212 206 8850
   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) COB 1977 - PRESENT

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 70% EQUITY

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. EIF OWS ME WORKING CAPITAL

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.

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

BIDDER SIGN HERE _____ BIDDER

COB 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.

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, GEORGE ENGEL, 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 25 day of January 2017

SALVADOR GUEVARA
Commissioner of Deeds
City of New York - No. 4-4946
Certificate Filed in New York County
Commission Expires 4/1/2017

Notary Public

Electronic Interface Associates, Inc.
Name of submitting business

George Engel
Print name

Signature

COB
Title

1 / 25 / 2017
Date

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER TITLE

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 David S. Engel
   Date of birth 12/22/1975
   Home address 315E 6th St. #2301 Miami
   City/state/zip Miami, Florida 33131
   Business address 34-07 37th Ave.
   City/state/zip Long Island City, NY 11101
   Telephone (212) 208-8850
   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. 15% Equity.

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.
   Openessence, Inc, -> Sole owner for Consulting.

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 David Engel (BIDDER) CTO (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, David Engel, 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 24 day of January 2017

SALVADOR GUEVARA
Commissioner of Deeds
City of New York - No. 4-4946
Certificate Filed in New York County
Commission Expires 4/1/2017

Notary Public

Name of submitting business

David Engel

Print name

Signature

CTO

Title

1 / 24 / 17

Date

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

BIDDER SIGN HERE _____ BIDDER _____ CTO TITLE

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 Alexandra Engel
   Date of birth 9/7/1974
   Home address 136 Holstein Road
   City/state/zip E. Stroudsburg, PA 18301
   Business address 34-07 37 Avenue
   City/state/zip LIC, NY 11101
   Telephone 212 206-8850
   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 7/1/2010
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) 7/2010 - Present No official affiliation

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 15%

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.
   ASTRAEA SECURITY ALLIANCE LLC - consulting business

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 **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.

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, Alexandra Engel, 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 February 2017

SALVADOR QUEVARA
Commissioner of Deeds
City of New York - No. 4-4946
Certificate Filed in New York County
Commission Expires 4/1/2018

Salvador Quevara
Notary Public

Electronic Interface Associates
Name of submitting business

Alexandra Engel
Print name

Signature

Title

Feb 17 2017
Date

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

BIDDER SIGN HERE _____ _____
BIDDER TITLE

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: Jan 17, 2017

1) Proposer's Legal Name: Electronic Interface Associates

2) Address of Place of Business: 34-07 37th Avenue, Long Island city NY 11101

List all other business addresses used within last five years:
3400 47th Avenue, Long Island City NY 11101

3) Mailing Address (if different):

Phone : 212.206.8450

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number:

5) Federal I.D. Number: 13-2703068

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ____ 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: Electronic Interface Associates is a wholly owned subsidiary of EIA Inc

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. EIA Inc.

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BIDDER SIGN HERE _____ **BIDDER**

Director of Sales & marketing **TITLE**

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 the County requests, we would write & implement a Conflict of Interest policy

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.

Please see attachment A

B. Indicate number of years in business. 39 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 NYS Unified Court System

Contact Person Michael Bitetti

Address 25 Beaver Street

City/State New York NY 10004

Telephone 212 428. 2919

Fax #

E-Mail Address MBitetti@ courts.state.ny. US

Company Harrison & Starr

Contact Person Mario Solano

Address 75 Varick Street

City/State New York NY 10013

Telephone 212.822.6648

Fax #

E-Mail Address mario.solano@teamedx.com

Company La Guardia Community

Contact Person Miguel Sanchez

Address 3110 Thompson Ave

City/State Long Island City NY 11101

Telephone 718 482.5566

Fax #

E-Mail Address mikes@lagcc.cuny.edu

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

BIDDER SIGN HERE _____ **BIDDER**

Director of Sales & Marketing **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, Matthew Orent, 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 17 day of January 2017

Notary Public

George Engel
Commissioner of Deeds, City of New York
No. 1-5868
Cert. Filed in New York County
Commission Expires on 11/1/19

Name of submitting business: Electronic Interface Associates

By: Matthew Orent
Print name

Signature

Director of Sales & Marketing
Title

1 / 17 / 17
Date

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER TITLE

eia
Networked Technologies

Attachment to Business History Form

Attachment A

1. July 1977
2. George Engel, Retired, Owner / Chairman of the Board 70%, 275 West 96th St Apt 34D, New York, NY 10075
   David Engel, Owner / President, 15%, 31 Southwest 6th St Apt 2301, Miami, FL 33131
   Alexandra Engel, Owner 15%, 136 Holstein Road, East Strousberg PA 18301
3. George Engel, Chairman of the Board, 275 West 96th St Apt 34D, New York, NY 10075
   Yoly Del Prado, Treasurer, 8 Deborah Drive, Somerset NJ 08873
   David Engel, President, 31 Southwest 6th St Apt 2301, Miami, FL 33131
   Sofia Engel, Secretary, 275 West 96th St Apt 34D, New York, NY 10075
   Matthew Orent, Director of Sales & Marketing, 301 East 87th St Apt 22D, New York, NY 10128
4. Delaware
5. 38 employees
6. We are a private company and do not disclose revenue numbers. If we are awarded the bid, we would be willing to disclose further financial information
7. ING New York City Marathon, 2012 US Presidential Debate, NCPD Various jobs, SUNY Old Westbury
8. Please see attached New York State License.

UNIQUE ID NUMBER

2000279124

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 02-15-3[illegible]

EFFECTIVE DATE
MO | DAY | YR
02 | 20 | 15

EXPIRATION DATE
MO | DAY | YR
04 | 19 | 17

PURSUANT TO THE PROVISIONS OF ARTICLE 10 OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS,

[illegible] CONTROL INTERFACE [illegible]
[illegible] 7TH AVE
[illegible]
[illegible] ISLAND CITY NY

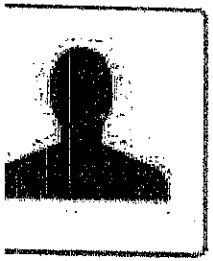
HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS

QUALIFIER:

In Witness Whereof, the Department of State has caused its official seal to be hereunto affixed.

CESAR A. PERALES
SECRETARY OF STATE

DOS-1098 (Rev. 3/11)



Edit avatar

David Engel

Electronic Interface Associates, Inc. (EIA)

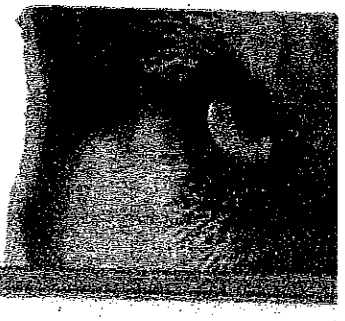
Milestone Platinum partner

Partner ID	109107
Company name	Electronic Interface Associates, Inc. (EIA)
First name*	David
Last name*	Engel
Title	Network and Security Specialist
Telephone	(917)838-0123
Email*	dengel@eia.us

Be aware by changing your email address, your username will automatically be changed too.

Username

Milestone Knowledge Program Diploma



This diploma confirms that:

David Engel

of

Electronic Interface Associates, Inc.

has renewed the Milestone Advanced Certification and achieved certification in:

Milestone XProtect® Expert

Milestone XProtect® Corporate

Date: August 17, 2015

Tim Palmquist
Vice President, Americas

milestone
Advanced
Certified Partner

This diploma is personal and valid 2 years from date of issue.

Milestone Knowledge Program Diploma

This diploma confirms that:

David Engel

of

Electronic Interface Associates, Inc.

has completed the

Milestone Expert Certification

Date: May 9, 2013

Tim Palmquist
Vice President, Americas

milestone

Expert
Certified Partner

This diploma is personal and valid 2 years from date of issue.

S2 SECURITY
CERTIFICATE OF COMPLETION
is hereby granted to
David Engel
for successfully completing
S2 Net Tech
March 25, 2010 – Natick, MA
Rich Ames
Manager, Training & Certification
R. Todd Smith
VP, Worldwide Sales
John L. (Moss)
CEO

COUNTY OF NASSAU

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

1. Name of the Entity: Electronic Interface Associates 7

Address: 34-07 37th Avenue, Long Island City, NY 11101

City, State and Zip Code: Long Island City, NY 11101

2. Entity's Vendor Identification Number: 13-2903060

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__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):

George Engel - Chairman of Board - 275 West 96 St, NY 10025

Matthew Orent - Director of Sales & marketing - 301 East 87 St, NY 10128

Yoly Del Prado - CFO - 8 DeLoren Dr, Somerset NY 08873

David Engel - President - 31 SE 6th St, Miami, Fl 33121

Sofia Engel - Secretary - 275 west 96 St, NY, 10025

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. EIA Inc 100%

Shareholders of EIA Inc

George Engel - 70% 275 west 96 St, New York NY 10025

David Engel - 15% 31 SE 6th St, Miami, Fl 33121

Alexandra Engel - 15% 136 Holstein Road, East Stroudsburg PA 18301

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

BIDDER SIGN HERE _____ BIDDER

Director of Sales & Marketing TITLE

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.**

N/A - None

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

N/A - 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: 1/16/17

Signed: [signature]
Print Name: Matthew Grant

Title: Director of Sales & Marketing

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

BIDDER SIGN HERE [signature]
BIDDER

Director of Sales & Marketing
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.

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
99022-01177-172

Dated: Ad. 12/13/2016

BID OPENING DATE
January 17, 2017
11:00 A.M. E.S.T.

BUYER
Timothy Funaro

Telephone (516) 571-7720
E-mail
tfunaro@nassaucountyny.gov

REQUISITION NUMBER
RQPD16000720

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Security System Furnish and Install

- 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 _____ 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:
Police Department
Fourth Precinct
1699 Broadway,
Hewlett, N.Y. 11557

GUARANTEED DELIVERY DATE
15 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER 13-2903060

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER Electronic Interface Associates

ADDRESS 34-07 37th Avenue

CITY Long Island City STATE NY ZIP CODE 11101 TELEPHONE 212.206.8850

SIGNATURE OF AUTHORIZED INDIVIDUAL

Matthew Orcutt - Director of Sales & Marketing
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

Edward P. Mangano
COUNTY EXECUTIVE

Eric C. Naughton
Deputy County Executive for
Finance

OFFICE OF PURCHASING
1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO 99022-01177-172

FOR: Security Systems Furnish and Install

ISSUED: December 13, 2016
PENING: January 17, 2017

TO ALL BIDDERS:

1) Add to specifications the following:

Question: Network switches

Answer: County will supply

Question: Access section the milestone X protect VMS software integration license how many needed. For all doors or just for select doors

Answer: just for select doors to be determined.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

OFFICE OF PURCHASING

Michael Schlenoff
Director of Purchasing

Matthew Orent

DISCLOSURE STATEMENT

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

Bidders Name: Electronic Interface Associates

Address: 34-07 37th Avenue, Long Island City, NY 11101

Telephone No: 212.206.8850 Fax No: 212.206.8877

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

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 _____ Director of Sales & Marketing
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
99022-01177-172

QUALIFICATION STATEMENT

BIDDER'S NAME:
Electronic Interface Associates

ADDRESS:
34-07 37th Avenue, Long Island City NY 11101

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT
David Engel - 31 SE 6th Street, Miami FL 33131
VICE PRESIDENT
_____
SECRETARY
Sofia Engel · 275 West 96th St NY 10025
TREASURER
Yoly Del Prado · 8 Deborah Drive Somerset NJ 08873

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____
IF SO WHEN?
_____

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 31 years

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? _____
Cabling, Electrical, wireless, Networking

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
David Engel	President	18	Physical Security & Networking	Specialist
John Pagliaro	Project manager	10	Physical Security & Networking	Pm

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We've worked with Nassau County Police Department for a number of years and due to our relationship and our experience, we constantly monitor security related RFP/RFQ Bids. We identified this bid which matches our skills & certifications. We additionally attended the mandatory meeting to review this j.o.s.

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

BIDDER SIGN HERE _____ **BIDDER**

Director of Sales & Marketing **TITLE**

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

David Engel, President /pm

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: NYS Unified Court System
ADDRESS: 25 Beaver Street, New York NY 10004

TELEPHONE: 212.428.2919 CONTACT PERSON Michael Bitetti
CONTRACT DATE: 2012 - 2013

2. REFERENCE'S NAME: Harrison e Starr
ADDRESS: 75 Varick Street, New York NY 10013

TELEPHONE: 212.822.6648 CONTACT PERSON Mario Solano
CONTRACT DATE: Jan - Mar 2012

3. REFERENCE'S NAME: La Guardia Community College
ADDRESS: 3110 Thompson Ave, Long Island City, NY 11101

TELEPHONE: 718.482.5566 CONTACT PERSON Miguel Sanchez
CONTRACT DATE: April 2014 - May 2014

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

BIDDER SIGN HERE _____ **BIDDER**

Director of Sales & Marketing **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
99022-01177-172

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.

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

BIDDER SIGN HERE _____ Director of Sales & Marketi

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.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

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 and terms an adequate method of providing: **A Security System to the Nassau County Police Department Fourth Precinct**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
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 24), 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 from being involved in any way with bidding, billing, payment or any other function with the county.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
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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 15 **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.

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

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

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

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.

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:_____

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

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:
N/A

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.

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

STATE PRICE PROTECTION PERIOD: 30 **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.
365 days.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **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:
please see attached
Or
B) Certificate of Insurance with indemnification agreement (hold harmless clause):

Nassau County <u>Must</u> 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.

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.

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.

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.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

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 _____ Director of Sales & Marketing

BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
99022-01177-172

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 _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X _____ Director of Sales & Marketing 1/17/18

Signature **Title** **Date**

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

BIDDER SIGN HERE _____ Director of Sales & Marketing

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 _____ Director of Sales & Marketing
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
99022-01177-172

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 17 day of January, 20 17 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Electronic Interface Associates

Address: 34-07 37th Avenue

Street:

City, Town, etc: Long Island City, NY 11101

Telephone: 212.206.8850 Title: Director of Sales & Marketing

If applicable, responsible Corporate Officer

Name: Matthew Orent Title: Director of Sales & Marketing

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] Director of Sales & Marketing

BIDDER **TITLE**

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

Please See Attached

_____ Manufacturer

_____ Signature

Title

FURTHERMORE:

That we authorize

_____

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

_____ Manufacturer

_____ Signature

Title

_____ Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing

BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
99022-01177-172

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 _____ Director of Sales & Marketing
BIDDER **TITLE**

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing

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

Specifications

Section 1 GENERAL

The Nassau County Police Department is requesting bids for a vendor to provide a physical security system, involving access control and video surveillance, for its newly constructed Fourth Precinct, located at 1699 Broadway, Hewlett, NY 11557. Listed in this document are the details regarding the scope of work required and the minimum requirements the vendor/ system must have in order to be considered for this project.

The vendor must provide a fully functioning, turnkey solution utilizing S2 for access control and Milestone XProtect Corporate software for the video management to the department.

Section 2 PROJECT DESCRIPTION

The Nassau County Police Department is in the construction phase of a new building that will become the police operations center known as the 4th Precinct. The Department has identified the requirements for a physical security system, consisting of a combination of cameras and door access control, to be installed as part of its overall operational security plans. The Department seeks qualified vendors as listed in Section 4, with the ability to furnish and install a fully functioning security system meeting or exceeding all the technical requirements listed in Section 3 of this bid offering.

The physical characteristics of this new construction are as follows;

The building is concrete construction consisting of two stories with a third floor "bulkhead" structure. The main two stories have a 116' X 88' footprint with each floor height being approximately 10.5'. The third floor's dimensions are 79' X 51' with 10.5' ceilings.

Accommodations have been made in the planning of this building for an Intermediate Distribution Frame (IDF) on the 1st floor and a Main Distribution Frame (MDF) on the 3rd floor to house all network cables and infrastructure required for this project.

Section 3 SCOPE OF WORK

The physical security system will consist of the following minimum requirements:

Access Control

The department has recently made a significant investment in the S2 Security Network Access Control System and is adding this new building onto said system. The existing S2 system consists of the following:

S2 Enterprise Exacta Controller

The system design shall consist of the following control points:

	DOORS	CARD READERS
External Goose Necks *	N/A	2
1st Floor	13	16
2nd Floor	9	12
3rd Floor	2	2
TOTALS	**24**	**32**

* - The external goose neck mounted card readers are to be used to control ingress and egress to the sally port area and parking lot by opening and closing to motorized doors and gates. The manufacturer/make/model of gate openers will be supplied during vendor visit.

The bidding Vendor will be responsible for supplying and integrating into the S2 system the following hardware:;

- Two (2) door position switches for the third floor exterior doors (one for each door)
- Two (2) MAGLOCK systems (one for each door) to secure push/pull doors one of which is on the first floor and the other is on the second floor.
- Eight (8) remote buttons, located on one panel, at the front desk according to the access control design
- One (1) remote button, at the front desk, according to the access control design
- One (1) remote button, on the second floor, according to the access control design
- In order to connect the external Sally Port Door to the system, the Vendor will be required to supply and install appropriate conduit and boxes, as well as penetrate (drill) through an external concrete wall.
- The building's fire alarm system to ensure all fail safe and fail secure doors works as designed.
- S2, Multi-class SE RP40 contactless reader, with prox, wall switch, wiegand, pigtail, black, LED blue flash green, buzzer, PIR request sensors to exit
- 84" Server cabinet
- SMART UPS 1000VA LCD RM 2U 120V

The Vendor is expected to supply as part of their design solution:

- S2 portal licensing for each access control device including an additional 10 licenses for future expansion
- Milestone XProtect VMS software integration license
- 4 Additional S2, Multi-class SE RP40 contactless reader, with prox, wall switch, wiegand, pigtail, black, LED blue flash green, buzzer, PIR request sensors to exit
- Portal nodes will have 2 unused ports for future expansion
- Provide the department with "Train the Trainer" training for 12 people. The training must include operation, enrollment, event alerts, etc.
- Responsible for merging the Department's existing access control user database into the new S2 system
- Line drawings for the system indicating hardware connectivity throughout the building
- An itemized list, with unit pricing, of all equipment and software provided as part of the overall design
- Any additional hardware not specified in this document that is required to complete the full functionality of the system

The General Contractor for the overall project is responsible for the acquisition and installation of the door hardware as well as the conduit and boxes for the card readers (with the exception of the areas noted below). In addition, the General Contractor is responsible for the acquisition and installation of the external goosenecks listed above.

HOWEVER, SHOULD THE VENDOR AWARDED THIS BID ENCOUNTER DOOR HARDWARE THAT IS INCOMPATIBLE WITH THE DOOR ACCESS SYSTEM OR IF IS MISSING, THE VENDOR AWARDED THIS BID IS RESPONSIBLE FOR ACQUIRING OR MODIFYING SAID HARDWARE, AT THEIR COST, TO ENSURE THE SYSTEM FUNCTIONS AS DESIGNED.

Video Surveillance System

The department has made a significant commitment to expanding an existing Milestone video management system, and intends on having this new facility outfitted with the Milestone system. The Department currently uses a Milestone XProtect Corporate 2013 system.

The system shall consist of the following camera locations;

	INTERIOR	EXTERIOR
1st Floor	17	13
2nd Floor	7	
3rd Floor	2	
Exterior Light Poles		6
Elevator	1	
TOTALS	**27**	**19**

Outdoor Cameras
Sony SNC-EB632R Network 1080p/30fps Full HD Outdoor IR Bullet Camera Powered by IPELA ENGINE EX™ (Wide D, High Sensitivity, True Day/Night, ABF, PoE, IP66)

Indoor Cameras
Sony SNC-EM631 Network 1080p/30fps Full HD Vandal Resistant Mini Dome Camera - E Series - Powered by IPELA ENGINE EX (Wide D, High Sensitivity, True Day/Night, ABF, PoE)

The bidding Vendor will be responsible for supplying and integrating into the Milestone system the following hardware/ software;

- 84" cabinet Server cabinet
- APC-SMT1000RM2U SMART UPS 1000VA LCD RM 2U 120V
- 56 Milestone XPCODL X-Protect Corporate Device Licenses
- Any additional hardware not specified in this document that is required to complete the full functionality of the system

The Vendor is expected to supply as part of their design solution;

- 2 Additional Interior and Exterior cameras for future expansion.
- 4 additional Milestone corporate device licenses
- Provide the department with "Train the Trainer" training for 12 people. The training must include operation, exporting video clips, etc.,
- Provide the department with System Administrator training for 3 people. The training must include all aspects of system configuration, and control of the system
- Line drawings for the system indicating hardware connectivity throughout the building
- An itemized list, with unit pricing, of all equipment and software provided as part of the overall design

The General Contractor for the overall project is responsible for the acquisition and installation of conduit and boxes for the external building mounted cameras (with the exception of the areas noted below). In addition, the General Contractor is responsible for the acquisition and installation of the conduit to the external light poles

- The thirteen (13) external cameras noted above are to be mounted on the external walls of the building according to the Security drawings
- Of the 13, four (4) are to be mounted on the exterior walls of the Sally Port. The boxes and conduits needed to mount these cameras were not precast into the Sally Port walls, therefore, the Vendor is responsible to supply and install appropriate conduit and boxes, as well as penetrate (drill) through an external concrete walls and mount said four (4) cameras according to the Security drawings.
- Two (2) of the interior first floor cameras will be mounted in the Sally Port, the Vendor is responsible to supply and install appropriate conduit and boxes, as well as penetrate (drill) through an external concrete walls and mount said two (2) cameras according to the Security drawings.
- One (1) of the interior first floor cameras and One (1) of the interior second floor cameras will be mounted in a stairway, the Vendor is responsible to supply and install appropriate conduit and boxes, as well as penetrate (drill) through an external concrete walls and mount said two (2) cameras according to the Security drawings.

The Milestone VMS is part of the Department's IT infrastructure and, as such, Vendors must adhere to Departmental direction and guidelines related to all network configuration installations.

No substitutions or replacements will be accepted related to any equipment contained in this section without expressed authorization of the department.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

Section 4 VENDOR REQUIREMENTS

S2 Security Network Access Control System:

Access Control Vendor Requirements

The successful bidder must have the following qualifications/ certifications to be considered for this bid:

- Must be S2 certified configuration/ installation/ sales partner
- Must have Microsoft MCSA or MCSE certifications
- Must demonstrate prior experience with large scale Microsoft Server environment projects
- Must have at minimum Cisco CCNP certification, Cisco CCIE is preferred
- Must demonstrate prior experience with large scale, complex network architecture projects
- CISSP, Certified Information Systems Security Professional
- ISSAP, Information Systems Security Architecture Professional

Video Surveillance System:

Milestone VMS Vendor Requirements

The successful bidder ***MUST*** have the following qualifications/certifications to be considered for this bid:

- Must be Milestone certified platinum channel partner or higher
- Must have Milestone Expert certifications or higher
- Milestone Law Enforcement Video Gateway Certification and Milestone SDK certification is preferred
- Must demonstrate qualifications of similar 3rd party integrations with Milestone XProtect Corporate V5.0C, Device Pack 7.2
- Must demonstrate prior experience with large scale XProtect corporate system in the past.
- Must have Microsoft MCSA or MCSE certifications
- Must demonstrate prior experience with large scale Microsoft Server environment projects
- Must have at minimum Cisco CCNP certification, Cisco CCIE is preferred
- Must demonstrate prior experience with large scale, complex network architecture projects

Additionally, the Vendor must provide to the Department references, certificates, documentation, that clearly demonstrates their qualifications and experience to successfully complete this project to its standards. The required supporting documentation must include as part of the bid with at a minimum the following;

- A list of completed projects (include names, and contact information), similar in scope and complexity specified in this document, that you organization furnished, designed, installed, and certified manufacturer maintain. Please note for each project which services your company provided (e.g. Design, Installation, Manufacture certified maintenance, etc.)

- Provide documentation from Milestone and S2, stating your organization is authorized, meets all appropriate certifications, required to configure, program, install, and receive manufacturer's technical support for this project.

Section 5 MANDATORY VENDOR MEETING

Due to the nature of this project, building plans and hardware schedules cannot be published with this bid. Vendors ***must*** schedule an appointment to view the building plans and hardware schedules in order to be considered for this project.

The following date is reserved for appointments: ***Monday, December 19, 2016 Failure to make an appointment and view building plans and hardware schedules will result in the disqualification of your bid.***

Appointments will be made at ½ hour intervals on this date, staring at 10:00 AM. Vendors who wish to schedule an appointment may call 516-573-7500 and ask to be scheduled for an appointment to view the 4th Precinct drawings. Viewing will only be conducted at Nassau County Police Headquarters, 1490 Franklin Ave, Mineola, NY. In order to enter the building, Vendors will be required to check in with the Public Information Office located at the front of Headquarters.

Section 6 PROJECT SCHEDULE

The Vendor awarded this bid is expected to begin cable rough in **NO LATER THAN, Monday, March 6, 2017** and must be completed **NO LATER THAN, Monday, March 27, 2017**. This will enable the General Contractor to finish installing the ceiling according to schedule.

The remainder of the installation, with the exception of the exterior light poles, MUST be completed **NO LATER THAN May 1, 2017.**

VENDORS ARE ADVISED THAT THE CEILING GRID AND THE FINISHED CEILING TILE MAY BE IN PLACE AT THE TIME OF THE THEIR ROUGH IN. THE VENDOR WILL BE HELD FINANCIALLY RESPONSIBLE TO THE GENERAL CONTRACTOR FOR ANY AND ALL DAMAGE DONE TO THE GRID AND/OR CEILING TILE. THIS COST CANNOT BE PASSED ON TO THE COUNTY.

Section 7 PAYMENT SCHEDULE

The project will follow the below listed milestone payment schedule;

1-10% of the total bid - Upon the issuance of the notice to proceed

2- 25% of the total bid - Upon completion of the rough in

3- 50% of the total bid - Upon the completion of the installation and activation of the access control system and cameras (with the exception of the exterior light pole cameras and the acceptance of all systems by the Department

4- 15% of the total bid - Upon the completion and activation of the exterior light pole cameras and completion of any punch list items as well as the acceptance of all systems by the Department.

For a total of 100% of the bid.

Section 8 PROJECT WARRANTY

The vendor will warranty all aspects of their proposed solution (Hardware, Software, Installation, etc.) for two (2) years from the date of system acceptance by the department. The Vendor will provide to the department the following;

- 24hr service contact
- System repair escalation procedure for unresolved issues
- Service level agreement (SLA) with 4 hour response time for major failures and 24 hour response time for minor failures

Section 9 MISCELLANEOUS

If this specification is not complete in any way, it is the Vendor's responsibility to identify item(s)/ equipment omitted and provides all necessary parts and equipment to provide a fully functioning turnkey system for the facility. The Vendor must work in conjunction with the Department of Public Works building construction contractor and associated trade contractors to guarantee their proposed system is fully functioning and meets all applicable building, fire, electrical, etc. codes. The Vendor will utilize all customer provided equipment (e.g. doors, locks, electric strikes, etc.) as part of their system. Any additional items required, but not included as part of customer provided equipment, is the responsibility of the Vendor to provide.

All vendor personnel actually working on this project either on site or remotely will be subject to background checks performed by the department's Applicant Investigation Unit. Any employees refusing to cooperate with these checks will be barred from working on the project.

Pricing

Item one: Provide Install and Integrate

PROVIDE INSTALL AND INTEGRATE S2 ACCESS CONTROL SYSTEM

$ 94,800.86

Pricing

Item two: Supply and Install integrate

PROVIDE INSTALL AND INTEGRATE MILESTONE SECURITY SYSTEM

$ 94,046.95

State the manufacturer and model number of item offered include specifications

Item 1 IR18TB 791 Replaces 10M05051566-E

Item 2 _____

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

8905 SW Nimbus Ave Suite 400
Beaverton OR 97008
based in New Jersey

Milestone _____ Manufacturer

_____ Signature

Title Channel Business Manager NYC/NJ

FURTHERMORE:

That we authorize EIA, Inc 131-00 47th Ave Long Island City, NY

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

Milestone _____ Manufacturer

_____ Signature

Title Channel Busines Manager NYC/NJ

7/13/15 _____ Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE _____ Director of Sales & Marketing
BIDDER **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule;

That the address of the manufacturing plant is:

1 Speen St. Framingham, MA 01701

S2 Security Corporation — Manufacturer

Signature

Title Northeast Territory Manager

FURTHERMORE:

That we authorize EIA, Inc | 31-00 47th Ave | Long Island City, NY 1001

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

S2 Security Corporation — Manufacturer

Signature

Title Northeast Territory Manager

7/13/15 — Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

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

BIDDER SIGN HERE _____ **BIDDER**

Director of Sales & Marketing — **TITLE**

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: JANUARY 17, 2016 AT 11 A.M.
BID NO: 99022-01177-172
REQ. NO: RQPD16000720
TITLE: SECURITY SYSTEM

ITEM #	ARTICLE	QTY	UNIT	DIGITAL PROVISIONS, INC. 1	VIRSIG 2	EIA, INC. 3	4	5	6	7	8	9	10	11	12	13	DETAILS AWARD AWARD TO NO.
1	INSTALL & INTERGRATE S2 ACCESS CONTROL SYSTEM		$	80,446.99	73,884.86	94,800.86											
2	INSTALL & INTERGRATE MILESTON SECURITY SYSTEM		$	114,552.60	125,487.00	94,046.95											
				194,999.59	199,371.86	188,847.81											
PREPARED BY			TERMS	1.50%	1%	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	NET	

Micheal Schlenoff hereby certifies that the bids listed above were op
at the time and place specified therein and that the above is a correc
transcription from all original bids received.

Date 1/17/17

PUBLIC BID OFFICER

FORMAL BID RECOMMENDATION

BID NUMBER 99022-01177-172 OPEN January 17, 2017
TITLE: Security System Furnish and Install
DATE: January 23, 2017
TO: **BUYER –** FROM: ADMINISTRATION

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

Date: January 23, 2017
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: 1/26/17

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
	Electronic Interface Associates as the
	lowest responsible bidder meeting
	specifications and bid terms.

Informal bid Title:

Comparison OF Bids

bid numbers

% and $ difference plus or minus over		
pre-encumbrance	24.5438%	$61,427.07

Recommended Vendor: Virsig LLC
Requisition #: RQPD17000081
Pre-Encumbrance: $250,274.88
Buyer: *Timothy Funaro*
Purchase Order #:

Vendors

		Virsig LLC		Digital Provisions Inc.		Electronic Interface		Vendor # 4		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	1	73884.86	73884.86	80446.99	80446.99	94800.86	94800.86	0.00	0.00	0.00	0.00	73884.86
2	1	125487.00	125487.00	114552.60	114552.60	94046.95	94046.95	0.00	0.00	0.00	0.00	94046.95
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
33	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
34	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
35	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
37	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
38	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
42	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
43	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
44	0	0.10	0.00									
sum			199371.86		194999.59		188847.81	0.00	0.00		0.00	
ship	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Total	199371.86	Total	194999.59	Total	188847.81	Total	0.00	Total	0.00	467931.81
Delivery		45 Days		45 days		15 days						
Terms		1/20/n30		1.5/20/n30		Net 30						
F.O.B.		Dest.		Dest.		Dest.						
Vin		471416020		113553282		132903060						188847.81
Tel No.		718-819-6410		631-209-2600		212-206-8850						
Verbal		Glenn Taylor		Brian Selltiz		Matthew Orient						
Date		01/17/2017 sealed bid		01/17/2017 sesaled bid		01/17/2017 sealed bid						

Notes: Formal Sealed Bid Number 99022-01177-172 Title: Security System Furnish and Install

*** key** 0=No Bid

Contract ID#: CQAT14000034

Department: County Attorney

E-29-17
E-29-17

Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT17000011 NIFS Entry Date: 1/19/2017 Term: April 16, 2014 – April 15, 2018

New ☐ Renewal ☒	
Amendment #3	☒
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: Lynn, Gartner, Dunne & Covello, LLP	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle
Address: 330 Old Country Road, Suite 103, Mineola, New York 11501	Contact Person: Kenneth L. Gartner Phone: (516) 742-6200	Address: 1 West St., Mineola, New York 11501 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)* ☐			
1/25/17	OMB	*NIFS Approval* ☑	1/25/17		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	1/26/17		
	County Attorney	*CA Approval as to form* ☑	1/26/17		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
2/3/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/3/17		

PR5254 (8/04)

Contract ID#: CQAT14000034

Department: County Attorney

Contract Summary

Description: Amendment #3

Purpose: 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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). Counsel was initially assigned a case as more fully described in Appendix A of the original agreement, and is currently providing services on several active matters, including Roth v. Nassau County Civil Service Commission (15-CV-6358 ILG-CLP); Chodkowski v. County of Nassau (16-CV-5770); and Fornuto v. County of Nassau (Index #10495/10). This amendment renews the contract, extending the term for one year and increasing the maximum amount of the contract. The firm's resume, outlining their particular expertise, is attached to the Business History form in this contract package.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $200,000 increase to maximum amount. This brings the total maximum amount payable under the contract to $324,900.

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 ☐	XXXXXXX
County	$200,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$200,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$200,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$200,000.00

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 2/3/17
Date	Date	(For Office Use Only) E #:

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Lynn, Gartner, Dunne & Covello, LLP (CLAT17000011)

2. Dollar amount requiring NIFA approval: $ 200,000.00

Amount to be encumbered: $ 200,000.00

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: 04/16/2014-04/15/2018

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

If yes, please explain: Counsel is continuing services as amendment is in approval process.

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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). Counsel was initially assigned a case as more fully described in Appendix A of the original agreement, and is currently providing services on several active matters, including Roth v. Nassau County Civil Service Commission (15-CV-6358 ILG-CLP); Chodkowski v. County of Nassau (16-CV-5770); and Fornuto v. County of Nassau (Index #10495/10). The amendment renews the contract by extending the term for one year 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:

CLAT16000030 (CQAT14000034) $0.01 (time extension with no increase in funding).

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 Ballo — 1/25/17

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. – 2017

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 LYNN, GARTNER, DUNNE & COVELLO, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lynn, Gartner, Dunne & Covello, 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 amendment to an agreement with Lynn, Gartner, Dunne & Covello, LLP

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: Lynn, Gartner, Dunne & Covello, LLP (CLAT17000011)

CONTRACTOR ADDRESS: 330 Old Country Road, Suite 103, Mineola, NY 11501

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. x **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 29, 2014, and amended on January 5, 2016. 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 Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

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. 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: ☐ 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

1-20-17

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?

Friends of Mangano

Friends of Richard Nicolello

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: 1/18/17

Vendor: Lynn Gartner Dunne & Covello

Signed: Joseph Covello

Print Name: Joseph Covello

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/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 Robert P. Lynn
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Old Country Rd, Mineola
   City/state/zip Mineola, NY 11501
   Telephone 516-742-6200
   Other present address(es) N/A
   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 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 / / / 76
   Vice President N/A / / / / /
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 25%

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, Robert P. Lynn, 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 4th day of April 20 16

Susan Weinstock
Notary Public

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

Lynn Gaitner Dunne + Covello, LLP
Name of submitting business

Robert P. Lynn
Print name

Signature

Member
Title

4 / 4 / 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/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 Kenneth L. Gartner
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Old Country Road
   City/state/zip Mineola, NY 11501
   Telephone 516-742-6200
   Other present address(es) N/A
   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 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 9/16/06
   Vice President N/A/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 25%

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. I am a vice president of Congregation Ohav Shalom, the Merrick-Bellmore Synagogue, which is a NY religious Corp.

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, Kenneth L. Gartner, 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 4th day of April 2016

Susan Weinstock
Notary Public

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

Lynn, Gartner, Dunne & Covello, LLP
Name of submitting business

Kenneth L. Gartner
Print name

Signature

Title

4/4/2016
Date

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 John W. Dunn
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 Old County Rd., Ste 103
   City/state/zip Mineola NY 11501
   Telephone 516-742-6200
   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 MA / ___ 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 6/30/08
   Vice President N/A / ___ ___ / ___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 25%

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

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I, John W. Dunn, 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 4th day of April 20 16

Notary Public Susan Weinstock

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

Lynn, Gartner, Dunn & Covello, LLP
Name of submitting business

John W. Dunn
Print name

Signature

Partner
Title

4 / 4 / 2016
Date

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 Joseph Covello
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 330 OLD Country Rd
   City/state/zip Mineola NY 11501
   Telephone 516-742-6200
   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 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 09/01/11
   Vice President N/A / / / /
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 25%

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, Joseph Covello 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

Susan Weinstock
Notary Public

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

LYNN GARTNER DUNN & COVELLO
Name of submitting business

Joseph Covello
Print name

Joseph Covello
Signature

Title

03/31/16
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: 10/11/2016

1) Proposer's Legal Name: Lynn, Gartner, Dunne and Covello, LLP

2) Address of Place of Business: 330 Old Country Road, Suite 103, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516-742-6200

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 107660318

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
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.

Kathleen Nicolello - Daughter of Legislator Richard Nicolello
John W. Dunne, Esq. - Brother-in-law of Legislator Richard Nicolello

(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.

Scan digital files for overlapping names. Ask partners, associates and support staff for any known conflicts. Staff members with conflicts of interest do not work on related matters.

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. 5 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 Forchelli Curto Deegan Schwartz Mineo & Terrana, LLP

Contact Person Jeffrey D. Forchelli, Esq.

Address 333 Earle Ovington Blvd., Suite 100

City/State Uniondale, NY 11553

Telephone (516)248-1700

Fax # (866)522-7672

E-Mail Address jforchelli@forchellilaw.com

Company Davis Polk & Wardwell, LLP

Contact Person Lawrence E. Jacobs, Esq.

Address 450 Lexington Avenue

City/State New York, NY 10017

Telephone (212)450-4680

Fax # (212)701-5800

E-Mail Address ljacobs@dpw.com

Company Hopkins & Kopilow

Contact Person Michael T. Hopkins, Esq.

Address 100 Quentin Roosevelt Blvd., Suite 506

City/State Garden City, NY 11530

Telephone (516)747-4770

Fax # (516)747-3928

E-Mail Address mhopkins@hopkinskopilow.com

Lynn, Garter, Dunne & Covello, LLP

A)

(i) Formed: September 2011

(ii) Robert P. Lynn, Jr. Partner

[redacted]

Kenneth L. Gartner Partner

[redacted]

John W. Dunne Partner

[redacted]

Joseph Covello Partner

[redacted]

(iii) Not Applicable

(iv) Not Applicable

(v) 12 employees

(vi) $2.3 million

(vii) See attached

(viii) Not Applicable

B) 5 years

C) Please see website: http://www.lgdcllp.com/

D) See Attached

Recent accomplishments by this firm include the following.

In *Morrison v. Hain Celestial Group, Inc.*, 40 Misc.3d 812 (Sup. Ct., Nassau Co. 2013) (DeStefano, J.), shareholders brought a putative class action against a corporation and its board of directors alleging breach of fiduciary duty in connection with modifications made to executive compensation, and sought to stay the holding of the annual shareholders meeting. This firm defeated the attempt to block the annual shareholders meeting, and obtained dismissal of the action.

In *Lorber v. Winston*, ___ F.Supp.2d ___, 2014 WL 292440 (E.D.N.Y. 2014) (Spatt, J.), the plaintiff, represented by Ira Lee Sorkin, a former Regional Director of the Securities and Exchange Commission and former Deputy Chief of the Criminal Division in the United States Attorneys Office for the Southern District of New York, brought an action alleging common law fraud, fraudulent inducement, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, negligence, unauthorized signatures, breach of contract, commercial bad faith, and violations of RICO. After the federal claims were dismissed on statute of limitations grounds (although re-filed in state court), the defendants moved for sanctions against the plaintiff and Mr. Sorkin. This firm represented Mr. Sorkin in defeating that motion.

The same defendant also brought an action against Mr. Sorkin in Supreme Court, Nassau County, seeking treble damages for alleged "deceit" under New York Judiciary Law § 487. This firm represented Mr. Sorkin in that action, as well, obtaining its dismissal. *Winston v. Sorkin*, Index No. 8227-13 (Sup. Ct., Nassau Co. January 13, 2014) (Jerome C. Murphy, J.).

In *McDougall v. Scoppetta*, 76 A.D.3d 338 (2d Dep't 2010), on behalf of a decorated and disabled firefighter, this firm obtained a reversal of the New York City Fire Commissioner's decision to terminate the employment, pension and health benefits valued at over $2 million based on a single failed drug test. The decision of the Fire Commissioner was reversed based on a finding of the Appellate Division that the penalty shocked the conscience and reinstated the firefighter's pension and health benefits.

In *Schroeder v. Scoppetta*, 77 A.D.2d 840 (2d Dep't 2010), on behalf of another decorated firefighter, this firm obtained a reversal of the New York City Fire Commissioner's decision to terminate the employment, pension and health benefits valued at over $2 million based on a single failed drug test. The termination was vacated and matter remanded for a new decision based on the Commissioner's improper consideration of inadmissible evidence.

In *J.W. Mays, Inc. v. Snyder/Fulton Street, LLC*, 69 A.D.3d 572 (2d Dep't 2010), on behalf of the owner of a $77 million five-story commercial property in downtown Brooklyn, this firm obtained a reversal of an order of the Supreme Court, Kings County, which had dismissed the owner's multi-million dollar claims against the commercial lessee, on the ground that the commercial lessee was not responsible for making substantial capital improvements to the subject premises, despite a lease clause making the commercial tenant responsible for structural repairs. The Appellate Division reinstated the claims.

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, Joseph Covello, 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 21st day of October 2016

Kathleen Nicolello
Notary Public

KATHLEEN NICOLELLO
Notary Public, State of New York
No. 01NI6346612
Qualified in Nassau County
Commission Expires: 08/15/2020

Name of submitting business: Lynn, Gartner, Dunne & Covello, LLP

By: Joseph Covello
Print name

Joseph Covello
Signature

PARTNER
Title

10/21/2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Lynn, Gartner, Dunne & Covello, LLP

Address: 330 Old Country Road, Suite 103

City, State and Zip Code: Mineola, NY 11501

2. Entity's Vendor Identification Number: 41-2214653

3. Type of Business: ____Public Corp __x__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):

Robert P. Lynn, Jr. - 330 Old Country Road, Suite 103, Mineola, NY 11501

Kenneth L. Gartner - 330 Old Country Road, Suite 103, Mineola, NY 11501

John W. Dunne - 330 Old Country Road, Suite 103, Mineola, NY 11501

Joseph Covello - 330 Old Country Road, Suite 103, Mineola, NY 11501

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.

Robert P. Lynn, Jr. - 330 Old Country Road, Suite 103, Mineola, NY 11501

Kenneth L. Gartner - 330 Old Country Road, Suite 103, Mineola, NY 11501

John W. Dunne - 330 Old Country Road, Suite 103, Mineola, NY 11501

Joseph Covello - 330 Old Country Road, Suite 103, Mineola, NY 11501

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

(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: 8/4/2016

Signed: Joseph Cavello

Print Name: Joseph Cavello

Title: Partner

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. 3

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) Lynn, Gartner, Dunne & Covello, LLP, with an office located at 330 Old Country Road, Suite 103, Mineola, New York 11501 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT14000034 between the County and Counsel, executed on behalf of the County on December 29, 2014, as amended by amendment one (1), County contract amendment number CLAT15000023, executed on behalf of the County on January 5, 2016, and amendment two (2), County contract amendment number CLAT16000030, executed on behalf of the County on December 19, 2016 (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 April 16, 2014 until April 15, 2017, 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 two (2) 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 One Hundred Twenty-four Thousand Nine Hundred Dollars ($124,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) 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 April 15, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars ($200,000.00) (the "Amendment Maximum Amount") so that the maximum amount of the Amended Agreement shall be Three Hundred Twenty-four Thousand Nine Hundred Dollars ($324,900.00) (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.

LYNN, GARTNER, DUNNE & COVELLO, LLP

By: Joseph Covello
Name: Joseph Covello
Title: PARTNER
Date: 1/18/17

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 January in the year 2017 before me personally came Joseph Covello 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 PARTNER of Lynn Gartner Dunne & Covello, 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.

Susan Weinstock
NOTARY PUBLIC

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 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

Contract ID#: CQAT14000034

Certified copy received 12/27/16 K.

Department: County Attorney

E-241-16

Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT16000030 NIFS Entry Date: 10/13/2015 Term: April 16, 2014 – April 15, 2017

New ☐ Renewal ☒	
Amendment #2	☒
Time Extension	☒
Addl. Funds ~~NO ADDITIONAL~~ 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: Lynn, Gartner, Dunne & Covello, LLP	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle	
Address: 330 Old Country Road, Suite 103, Mineola, New York 11501	Contact Person: Kenneth L. Gartner	Address: 1 West St. Mineola, New York 11501	
	Phone: (516) 742-6200	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)* ☐			
8/25/16	OMB	*NIFS Approval* ☑	8/26/16		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	10/3/16		
	County Attorney	*CA Approval as to form* ☑	10/3/16		Yes ☑ No ☐
11/22/16	LEG. Legislative Affairs	*Fw'd Original K to CA* ☐	11/22/16		
	LEG. Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☑	12/15/16		
	County Comptroller	*NIFS Approval* ☑	12/13/16		
10/19/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	10/19/16		

PR5254 (8/04)

Contract ID#: CQAT14000034

Department: County Attorney

Contract Summary

Description: Amendment #2

Purpose: 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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). Counsel was initially assigned a case as more fully described in Appendix A of the original agreement. The amendment exercises one renewal option to extend the term of the contract for one year.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $0.01

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	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

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 Michael S. Cohen	Name	Date 10/19/16
Date 12/13/2016	Date 12/13/16	*(For Office Use Only)* E #:

PR5254 (8/04)

E-241-16

RULES RESOLUTION NO. 398 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 LYNN, GARTNER, DUNNE & COVELLO, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 11-21-16
Ayes 4 Noes 2 abstained 0 recused 0
Legislators present 6

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lynn, Gartner, Dunne & Covello, 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 amendment to an agreement with Lynn, Gartner, Dunne & Covello, LLP

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: Lynn, Gartner, Dunne & Covello, LLP (CLAT16000030)

CONTRACTOR ADDRESS: 330 Old Country Road, Suite 103, Mineola, NY 11501

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. x **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 29, 2014, and amended on January 5, 2016. 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 Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

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. 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: ☐ 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

5/24/16

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.

AMENDMENT NO. 2

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) Lynn, Gartner, Dunne & Covello, LLP, with an office located at 330 Old Country Road, Suite 103, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000034 between the County and Counsel, executed on behalf of the County on December 29, 2014, as amended by amendment one (1), County contract amendment number CLAT15000023, executed on behalf of the County on January 5, 2016 (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 April 16, 2014 until April 15, 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 three (3) 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 One Hundred Twenty-four Thousand Nine Hundred Dollars ($124,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) options to renew by extending the Original Term.

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 April 15, 2017.

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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LYNN, GARTNER, DUNNE & COVELLO, LLP

By: _____
Name: Joseph Covello
Title: Partner
Date: 8/4/2016

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: County Executive

☑ Deputy County Executive

Date: 12/15/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of August in the year 2016 before me personally came Joseph Covello 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 Partner of Lynn, Gartner, Dunne & Covello 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

Susan Weinstock

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19th day of December in the year 2016 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 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

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, ~~1999~~ 2019

2016 DEC 27 PM 1 34
NASSAU CO. ATTORNEY

Contract ID#: CQAT14000034

Certified contract received on 01/29/2016

Department: County Attorney

E-218-15

Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT15000023 NIFS Entry Date: 10/13/2015 Term: April 16, 2014 – April 15, 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: Lynn, Gartner, Dunne & Covello, LLP

Vendor ID#: [redacted]

Address: 330 Old Country Road, Suite 103, Mineola, New York 11501

Contact Person: Kenneth L. Gartner

Phone: (516) 742-6200

County Department

Department Contact: Jaclyn Delle

Address: 1 West St. Mineola, New York 11501

Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fwd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	10/20/15		Yes ☐ No ☐ Not required if blanket resolution
10/27/15	County Attorney	*CA RE&I Verification* ☑	10/27/15		
	County Attorney	*CA Approval as to form* ☐	10/30/15		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	11/5/15		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	11/20/15		
	County Comptroller	*NIFS Approval* ☑	12/8/15	SB	
11/4/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	11/4/15		

Contract ID#: CQAT14000034

Department: County Attorney

Contract Summary

Description: Amendment #1

Purpose: 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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). Counsel was initially assigned a case as more fully described in Appendix A of the original agreement.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $100,000.00

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 ☐	XXXXXX
County	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$100,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000.00

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
Date	Date	(For Office Use Only)
		E #:

PR5254 (8/04)

E- 218-15

RULES RESOLUTION NO. 274 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 NASSAU COUNTY ATTORNEY, AND LYNN, GARTNER, DUNNE & COVELLO, LLP

Passed by the Rules Committee
Nassau County Legislature
Roll Call Vote on 11/16/15
Ayes 4 Nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lynn, Gartner, Dunne & Covello, 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 authorizes the County Executive to execute the said amendment to the agreement with Lynn, Gartner, Dunne & Covello, LLP.

RULES RESOLUTION NO. – 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 NASSAU COUNTY ATTORNEY, AND LYNN, GARTNER, DUNNE & COVELLO, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Lynn, Gartner, Dunne & Covello, 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 authorizes the County Executive to execute the said amendment to the agreement with Lynn, Gartner, Dunne & Covello, LLP.

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: Lynn, Gartner, Dunne & Covello, LLP (CLAT15000023)

CONTRACTOR ADDRESS: 330 Old Country Road, Suite 103, Mineola, New York 11501

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 _____ [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. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 29, 2014. 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 Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above (in the Staff Summary) and assigned the case provided above (in the Staff Summary) after a review of the panel, based on the firm's experience, expertise in the subject matter, and availability. Further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

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.

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

1/14/15

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

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) Lynn, Gartner, Dunne & Covello, LLP, with an office located at 330 Old Country Road, Suite 103, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000034 between the County and Counsel, executed on behalf of the County on December 29, 2014, 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 April 16, 2014 until April 15, 2015, 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, increasing the Maximum Amount, and increasing the allowable renewal options 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 April 15, 2016.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars ($100,000.00), 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 One Hundred Twenty-Four Thousand Nine Hundred Dollars ($124,900.00) (the "Amended Maximum Amount"). The County may exercise the remaining renewal options authorized under the Original Agreement at One Hundred Thousand Dollars ($100,000.00) per renewal year.

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.

LYNN, GARTNER, DUNNE & COVELLO, LLP

By: Joseph Covello
Name: Joseph Covello
Title: Partner
Date: 9-24-15

NASSAU COUNTY

By:
Name: Charles Lavine
Title: County Executive

☒ Deputy County Executive

Date: 10/5/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 24 day of September in the year 2015 before me personally came Joseph Covello 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 PARTNER of Lynn, Gaetner, Dunne + Covello CPA 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

Susan Weinstock

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 5th day of January in the year 2016 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 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

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT14000034

received on 01/16/2015

Department: County Attorney

LR

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT14000034 NIFS Entry Date: 11/20/2014 Term: April 16, 2014 – April 15, 2015

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: Lynn, Gartner, Dunne & Covello, LLP

Vendor ID#: [redacted]

Address: 330 Old Country Road, Suite 103, Mineola, New York 11501

Contact Person: Kenneth L. Gartner

Phone: (516) 742-6200

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* ☐	12/9/14		Yes☐ No☐ Not required if blanket resolution
12/15/14	County Attorney	*CA RE&I Verification* ☑	12/16/14		
	County Attorney	*CA Approval as to form* ☐	12/17/14		Yes☐ No☒
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	12/17/14		
	County Comptroller	*NIFS Approval* ☑	1/9/15		1/15/15
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/29/14		

PR5254 (8/04)

Contract ID#: CQAT14000034

Department: County Attorney

Contract Summary

Description: 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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). As of the commencement of this agreement, Counsel has been assigned the following case: OPERATION STOMP and TANYA LUKASIK, EUGENE GOLDFARB and EDITH AMERRATA, individually and as members of Operation STOMP v. NASSAU COUNTY, COUNTY EXECUTIVE EDWARD P. MANGANO, and NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, TRI-STATE PAVING, LLC, and LASER INDUSTRIES, Index No. 14-009782.

Method of Procurement: A Request for Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. Gartner, given the level of expertise of counsel for appellate work, and the general nature of their expertise, the County Attorney has approved an increase in hourly rates above counsel's initial RFQ submission, to the panel rates provided in the RFQ for cases utilizing counsel's expertise in appellate work.

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:	

RENEWAL	
% Increase	
% Decrease	

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		$
5	10/16/14	$
6		$
	TOTAL	$24,900.00

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 12/29/14
Date 1/9/2015	Date 1/9/15	(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: Lynn, Gartner, Dunne & Covello, LLP (CQAT14000034)

CONTRACTOR ADDRESS: 330 Old Country Road, Suite 103, Mineola, New York 11501

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_____ [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 Qualification was issued and a panel established. The firm Lynn, Gartner, Dunne & Covello, LLP 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. (in short summary) (in short summary) further, given the level of expertise of counsel for appellate work and the general need of their expertise, the County Attorney has authorized an increase in hourly rates above counsel's initial RFQ submission and the panel rates provided in the RFQ for cases utilizing counsel's exp

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.

<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.

Department Head Signature

12/4/14

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

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. **Vendor:** Lynn, Gartner, Dunne & Covello, LLP (CQAT14000034)

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:** 04/16/2014-04/15/2015

   Has work or services on this contract commenced? X Yes ____ No

   If yes, please explain: **Due to the time sensitivity of the matter, Counsel commenced prior to full approval**

4. **Funding Source:**

X	General Fund (GEN)	___	Capital Improvement Fund (CAP)
___	Police District Fund (PDD)	___	Red Light Camera Fund (RLC)
___	Police Headquarters Fund (PDH)	___	Public Utility Authority (PUA)
___	Fire Commission Fund (FCF)	___	Grant Fund (GRT)
___	Sewer & Storm Water Fund (SSW)		

Federal % ____
State % ____
County % 100

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

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: Appellate; Land Use; Commercial Litigation; Environmental Law; and Transactions (Real Estate). As of the commencement of this agreement, Counsel has been assigned the following case: OPERATION STOMP and TANYA LUKASIK, EUGENE GOLDFARB and EDITH AMERRATA, individually and as members of Operation STOMP v. NASSAU COUNTY, COUNTY EXECUTIVE EDWARD P. MANGANO, and NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, TRI-STATE PAVING, LLC, and LASER INDUSTRIES, Index No. 14-009782.

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:**

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.

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'Alleva ACTING BUDGET DIRECTOR 12/12/14

Signature Title Date

ROSEANN D'ALLEVA

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.

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 12 2014 DEC 2014
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
		REV TOTAL	3,775,027	3,775,027	855,674	-2,919,353
	AA	SALARIES,	9,020,570	8,120,570	7,135,519	985,051
	BB	EQUIPMENT	15,000	15,000	764	14,236
	DD	GENERAL EX	494,100	694,100	562,919	131,181
	DE	CONTRACTUA	5,000,000	5,700,000	4,857,905	842,095
		EXP TOTAL	14,529,670	14,529,670	12,557,107	1,972,563
		REV - EXP	-10,754,643	-10,754,643	-11,701,433	-946,790

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

LINK TO:
ACTIVE

VENDOR SUMMARY

12/09/2014
12:03 PM

FISCAL MO/YEAR : 12 2014
VENDOR NUMBER : 412214653 LYNN, GARTNER, DUNNE & COVELLO, LLP
VENDOR ALPHA :

S VENDOR SUMMARY	DEC 2014	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.47	.47
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	24,899.53	24,899.53
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	24,899.53	24,899.53
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

LINK TO:
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VENDOR SUMMARY

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FISCAL MO/YEAR : 13 2013
VENDOR NUMBER : 412214653
VENDOR ALPHA :

LYNN, GARTNER, DUNNE & COVELLO, LLP

S VENDOR SUMMARY ADADJ2013 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

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) Lynn, Gartner, Dunne & Covello, LLP, with an office located at 330 Old Country Road, Suite 103, 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 April 16, 2014 and shall terminate on April 15, 2015, 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").

(2) Compensation to Counsel for professional Services, except those Services for Appellate work performed after December 16, 2014, shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$250.00
(ii) Of Counsel:	$250.00
(iii) Associate:	$200.00
(iv) Paralegal:	$90.00
(v) Law Clerk:	$80.00

(3) Effective December 17, 2014, Counsel shall be compensated at the following hourly rates, for Appellate matters only, according to the following fee schedule:

(i) Partner:	$275.00
(ii) Of Counsel:	$275.00
(iii) Associate:	$250.00
(iv) Paralegal:	$90.00
(v) Law Clerk:	$80.00

(4) 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.

LYNN, GARTNER, DUNNE & COVELLO, LLP

By: _____

Name: Robert P. Lynn, Jr.

Title: Partner

Date: 11-20-14

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

☐ Deputy County Executive

Date: 12/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20th day of November in the year 2014 before me personally came Robert P. Lynn, Jr. 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 Lynn, Gartner, Dunne + Covello, LLP 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 Susan Weinstock

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29th day of December in the year 2014 before me personally came Richard K. 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 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

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6215048
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

Case assigned to Counsel:

OPERATION STOMP and TANYA LUKASIK, EUGENE GOLDFARB and EDITH AMERRATA, individually and as members of Operation STOMP v. NASSAU COUNTY, COUNTY EXECUTIVE EDWARD P. MANGANO, and NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, TRI-STATE PAVING, LLC, and LASER INDUSTRIES, Index No. 14-009782

~~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. Land Use;
3. Commercial Litigation;
4. Environmental Law;
5. Transactions (Real Estate)

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:

Robert P. Lynn, Jr. (Name)

330 Old Country Rd., Mineola, NY 11501 (Address)

516-742-6200 (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.

11-20-14
Dated

Signature of Chief Executive Officer

Robert P. Lynn Jr.
Name of Chief Executive Officer

Sworn to before me this

20th day of November, 2014.

Susan Weinstock
Notary Public

SUSAN WEINSTOCK
Notary Public, State of New York
No. 01WE4511783
Qualified in Nassau County
Commission Expires April 30, 2015

Contract ID#: CQHS17000084

Department: Human Services, Office of Mental Health, Chemical Dependency & D.D. Services

E-31-17 E-31-17

Contract Details

SERVICE: Forensic Services – Mandated Court Ordered Services

NIFS ID #: CQHS17000084 NIFS Entry Date: 01/12/17 Term: from 1/1/17 to 12/31/19

Period 1/1/17- 12/31/17

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

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 Fiona A. Radcliffe, Ph.D.	Vendor ID# [redacted]
Address [redacted]	Contact Person Fiona A. Radcliffe, Ph.D. Phone 917-538-6326

County Department	
Department Contact: Geri Appel	
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale	
Phone: 516-227-7088	

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)* ☒	1/19/17		
	OMB	*NIFS Approval* ☒	1/23/17		Yes ☐ No ☐
1/25/17	County Attorney	*CA RE&I Verification* ☑	1/25/17		
1/25/17	County Attorney	*CA Approval as to form* ☑	1/25/17		Yes ☐ No ☐
1/31/17	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	2/3/17		
	LEG Rules ☐/ Leg. ☐	☐			
	County Comptroller	*NIFS Approval* ☐			
2/6/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/6/17		

PR5254 (8/03)

Contract ID#: CQHS17000084

Department: Human Services, Office of Mental Health, Chemical Dependency & D.D. Services

Contract Summary

Description:

Purpose: Enter into a personal service contract with board certified forensic psychiatrist/psychologist to provide highly specialized/sensitive **mandated court ordered examinations** and provide expert court testimony on various criminal cases, as well as civil matters before the Family Court for the Department's Division of Forensic Services and the Assisted Outpatient Treatment program.

Method of Procurement: As reflected in the addendum to Executive Order #1, a selection process was employed because the services being provided require unique qualifications, highly specialized training and demonstrated experience in this area of practice that cannot be performed by typical mental health professionals.

Procurement History: This professional has had a multi-year contract relationship with the Department. Award was based on job listings on Monster.com. and the Nassau County website.

Description of General Provisions: Provide 355 billable hours of professional service consisting of psychiatric/psychological examinations and provide expert court testimony for the Department at its Division of Forensic Services and the Assisted Outpatient Treatment program. **Mandated services.**

Impact on Funding / Price Analysis: Reimbursement for psychiatric/psychological services is at a rate of $95.00 per hour.

Change in Contract from Prior Procurement: none.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1502
Object:	524
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$16,862.00
Federal	$
State	$16,863.00
Capital	$
Other	$
TOTAL	$33,725.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1502 – DE524	$33,725.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$33,725.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Geri Appel **Date:** 01/12/17

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 2/6/17

PR5254 (8/03)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. Vendor: **Fiona A. Radcliffe, Ph.D.**

2. Dollar amount requiring NIFA approval: $ 33,725.00

Amount to be encumbered: $ $33,725.00

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: **2017**

Has work or services on this contract commenced? X Yes ____ No

If yes, please explain: **Continuation of 2016 Services**

4. Funding Source:

X 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)
___ Grant Fund (GRT)

Federal % ____
State % 50
County % 50

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

Mandated court ordered psychiatric examinations and court testimony on various criminal cases, as well as civil matters before the Family Court for the Department's Division of Forensic Services and the Assisted Outpatient Treatment program.

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:**

CQHS13000124 04 $33,015.00

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.

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 — 1/23/17

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.

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. – 2017

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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND FIONA A. RADCLIFFE, PH.D.

WHEREAS, the County has negotiated a personal services agreement with Fiona A. Radcliffe, Ph.D. to provide expert testimony and court mandated evaluations, 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 Fiona A. Radcliffe, Ph.D.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/23/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 1:39 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX :
ORGANIZATION : HS DEPARTMENT OF HUMAN SERVICES
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,	4,805,162	4,805,162	272,143	4,533,019
	BB	EQUIPMENT	19,000	19,000		19,000
	DD	GENERAL EX	1,025,134	1,025,134	22,873	1,002,261
	DE	CONTRACTUA	26,077,232	26,077,232	1,630,632	24,446,600
	HF	INTER-DEPA	2,524,951	2,524,951		2,524,951
		EXP TOTAL	34,451,479	34,451,479	1,925,648	32,525,831
		REV - EXP	-18,212,865	-18,212,865	-1,924,658	16,288,207

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: Fiona A. Radcliffe, Ph.D.

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 August 22, 2016. Potential proposers were made aware of the availability of the RFP by advertisements in Monster.com and the Nassau County website. Proposals were due on December 9, 2016. 13 proposals were received and evaluated. The evaluation committee consisted of: James Dolan D.S.W., Acting Commissioner of Human Services. 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 July 9, 2013 [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.

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

Date 1/19/17

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

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: 1/11/17

Vendor: Fiona Radcliffe, Ph.D.

Signed: Fiona Radcliffe

Print Name: Fiona Radcliffe

Title: Consulting Psychologist

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 Fiona Radcliffe, Ph.D.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   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 ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Sole proprietor *Chief Exec. Officer 10/13/2012 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. Sole owner

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, Fiona Radcliffe, PhD, 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 11th day of January 2017

Barbara Spinner
Notary Public

BARBARA SPINNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6004586
Qualified in Nassau County
My Commission Expires March 23, 2018

Fiona Radcliffe, Ph.D.
Name of submitting business

Fiona Radcliffe, Ph.D.
Print name

Fiona Radcliffe, PhD
Signature

Consulting Psychologist
Title

1 / 11 / 17
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: 1/11/17

1) Proposer's Legal Name: Fiona Amanda Radcliffe

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: None

3) Mailing Address (if different): SAA

Phone : [redacted]

Does the business own or rent its facilities? Rent

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 None

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~~ error (R)

Should a potential conflict of interest arise, I will contact the County and be guided accordingly.

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. Resume Attached

Should the proposer be other than an individual, the Proposal **MUST** include: Sole proprietor

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. 12 years

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

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 Dept of Mental Hygiene, Devel. Disabilities & Chemical Dependency Division of forensic Svc

Contact Person James Dolan, Jr, Ph.D.

Address 60 Charles Lindberg Blvd.

City/State Uniondale, N.Y. 11553

Telephone 516-227-8730

Fax # 516-227-8729

E-Mail Address James.DolanJr@hhsnassaucountyny.us

Company Kings County Hospital Center

Contact Person Elizabeth Owen, Ph.D.

Address 451 Clarkson Ave.

City/State Brooklyn, N.Y.

Telephone 718-802-2927

Fax # 718-802-2923

E-Mail Address Elizabeth.Owen@nychhc.org

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, Fiona Radcliffe, Ph.D., 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 11th day of January 2017

Barbara Spinner
Notary Public

BARBARA SPINNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6004586
Qualified In Nassau County
My Commission Expires March 23, 2018

Name of submitting business: _____

By: Fiona Radcliffe, PhD
Print name

Fiona Radcliffe, Ph.D.
Signature

Consulting Psychologist
Title

1 / 11 / 17
Date

Fiona A. Radcliffe, Ph.D.
Licensed Psychologist (# 017139)
[redacted]

EDUCATION:

Saint John's University, Jamaica, New York 11432
PhD: Clinical Psychology, September 1999 – September 2005
Awarded: September, 2005

MA: Clinical Psychology
Awarded: September, 2002

State University of New York at Geneseo, Geneseo, New York 14454
BA: Major: Psychology; Minor: Criminal Justice
Graduation Date: May, 1997

FORENSIC & CLINICAL EXPERIENCE:

Licensed Psychologist, Level III: Kings County Hospital Center, Forensic Psychiatric Clinic, Brooklyn, New York (Full Time)

December 2014 - present

- Primary responsibilities include conducting court-ordered psychological evaluations, including competency to stand trial and examinations in aid of sentence, for courts in Brooklyn, Queens and Staten Island. Provide supervision for psychologists, KCHC Psychology Interns and graduate level forensic trainees. Other responsibilities include participating in research and assisting the Director with compliance and performance improvement programs.

Consulting Psychologist: Nassau County Department of Mental Health, Division of Forensic Services (Per Diem)

July 2013 – present

- Conduct competency to stand trial evaluations, as well as general psychological examinations with treatment recommendations for the Department of Probation (Juvenile and Adult) and the Family Court.

Consulting Psychologist: Independent Contractor (Per Diem)

March 2010 – present

- Conduct forensic evaluations and provide consultation for criminal defense attorneys. Forensic assessments include general psychological evaluations, risk assessments, mental state at the time of the offense, and pre-sentencing evaluations.

Clinical Supervisor: Correctional Medical Associates of N.Y., Riker's Island Correctional Facility, East Elmhurst, New York (Full Time through 10/2012, Part Time – 32 hr/wk from 10/2012)

April 2008 – November 2014

- Functioned as a Supervising Psychologist in various facilities at Riker's Island Correctional Facility. Initially functioned as the supervising psychologist on both an Intensive Treatment Unit (ITU) and a Mental Health Assessment Unit for Infracted Inmates (MHAUII) for late adolescent and adult male inmates for 3 years. The ITU was designed to provide treatment for mentally ill inmates serving time in punitive segregation units. The program focused on providing psychological treatment based on a Dialectical Behavior Therapy (DBT) approach within a strict behavioral management unit. The MHAUII was comprised of 3 mental observation units in which patients received individual and group therapy for a range of diagnostic presentations. Oversaw daily program operations, conducted weekly clinical rounds with patients, co-led skills group therapy, provided crisis intervention, and chaired weekly team consultation meetings (DOC and clinical team). In the latter half of my tenure, functioned as a supervising psychologist for various mental observation units. Chaired daily treatment team case conference meetings with a focus on challenging cases and patients on suicide watch and responsible for the oversight of specialized mental health programming. Additional responsibilities included providing supervision to clinical staff and doctoral level externs and interns throughout my tenure. Deputy Director of Mental Health: Andiea Harris, PhD.

Licensed Clinical Psychologist: New York City Police Department (NYPD) – Psychological Evaluation Section, Corona, New York (Full Time – 40+ hr/wk)

February 2005 – April 2008

- Primary responsibility was conducting fitness for duty evaluations of Police Officers, as well as School Safety Agents, Traffic Enforcement Agents, and 911 Operators. Also performed comprehensive psychological screenings for the Police Officer position. Additional responsibilities included providing short-term therapy (domestic violence, trauma), crisis intervention, emergency evaluations, and trauma and military debriefings. Directors: Arthur Knour, PhD, Director of Psychological Evaluation Section and Eloise Archibald, PhD, Director of Psychological Services Section.

Psychology Intern: MercyFirst – formerly St. Mary's Children and Family Services (Residential Treatment Center), Syosset, New York (~50-55 hrs/wk)

September 2003 – September 2004

- Responsibilities included providing individual and family therapy, annual updates and additional testing for adolescent males on the Juvenile Delinquency Treatment and Prevention Unit and short-term psychotherapy for adolescents on diagnostic units. In addition, I conducted court-ordered psychological evaluations and risk assessments throughout the year for both male and female adolescents

residing in Diagnostic Assessment Units. Responsibilities also included crisis intervention, co-leading group therapy geared towards remediation of delinquent behavior, participating in multidisciplinary treatment team meetings and diagnostic meetings, and maintaining extensive patient records. Supervised by Sharon Grand, PhD; Samuel Landsman, PhD, & Webb Black Garrison III, PhD.

ACADEMIC EXPERIENCE:

Adjunct Assistant Professor: Queensborough Community College, Department of Business, Bayside, New York (Part Time – 10 hr/wk)

January 2005 – December 2006

- Responsibilities included teaching an Introduction to Statistics course to undergraduate students. Professor and Department Chair, Jonas Falik, PhD.

RESEARCH EXPERIENCE:

Doctoral Dissertation: *The Formation of the Therapeutic Alliance with the Trans-theoretical Stages of Change in Adolescent Patients.* Research Mentor - Raymond DiGiuseppe, PhD, Chair of Psychology Department, Saint John's University, Jamaica, New York

Master's Thesis: *Olfactory Context and Memory Retrieval in Two-month-old Infants.* Infancy Research Project, Department of Psychology, Saint John's University, Jamaica, New York. Research supervised by Jeffrey Fagen, PhD, Dean of Saint John's College, School of Arts and Sciences.

PROFESSIONAL AFFILIATIONS:

New York State Psychological Association, Member

COUNTY OF NASSAU

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

1. Name of the Entity: Fiona Radcliffe, Ph.D.

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 proprietor ✓

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):

Fiona Radcliffe, Ph.D.
Address is SAA.

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.

Fiona Radcliffe, Ph.D.
Address is SAA

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: 1/11/17

Signed: Fiona Radcliffe, Ph.D.

Print Name: Fiona Radcliffe, Ph.D.

Title: Consulting Psychologist

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 1, 2017 (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 Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii), **Fiona A. Radcliffe, Ph.D.**, having a principal office at **175-06 Devonshire Road, Apartment 2E, Jamaica Estates, New York 11432** (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. The term of this Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2019 (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement. This Agreement may be extended for two additional one year periods at the sole and absolute discretion of the County.

2. Definitions.

(a) "The Department of Probation" shall mean Nassau County Department of Probation having its principal office at 400 County Seat Drive, Mineola, New York 11501.

(b) "Division of Forensic Services" is located at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York 11553-3687.

3. Services. The Contractor shall provide professional services to the DEPARTMENT at the Division of Forensic Services ("Services"). Such Services shall include (a) conducting forensic mental health evaluations for individuals referred by the courts, the Department of Probation, and Assisted Out-Patient Treatment Programs; (b) preparing reports for each evaluation; and (c) providing consultation and testimony on an as needed basis.

4. Payment.

(a) Consideration.

(i) First Agreement Year. The County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") during the First Agreement Year a sum not to exceed **Thirty Three Thousand Seven Hundred Twenty Five Dollars ($33,725.00),** payable at the rate of **Ninety Five Dollars ($95.00)** per hour. The total number of billable hours shall not exceed **Three Hundred Fifty Five (355)** hours billable hours.

(ii) Second & Third Agreement Year. (A) Funding for the Second and/or Third Agreement Year is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for the Second and/or Third Agreement Year then the County shall notify the Contractor of the Maximum Amount for the Second and/or Third Agreement Year. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Maximum Amount for the Second and/or Third Agreement Year. The Contractor must return the notification letter to the Department, countersigned, within thirty (30) days of receipt in order to accept the Maximum Amount for the Second and/or Third Agreement Year. If the Contractor rejects the Maximum Amount then this Agreement shall terminate as of the end of the First and/or Second Agreement Year. If the Contractor does not advise the Department of its acceptance or rejection within the time frame stated above, then the Maximum Amount for the Second and/or Third Agreement Year shall be deemed rejected and this Agreement shall terminate as of the end of the First and/or Second Agreement Year. (B) If the County elects not to fund this Agreement for the Second and/or Third Agreement Year then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice or, if no termination date is set forth, then as of the end of the First and/or Second Agreement Year.

(iii) Option to Renew for the Fourth & Fifth Agreement Years. (A) In the event that this Agreement is extended by the parties pursuant to Paragraph 1: Term of this Agreement, funding of such Agreement Year(s) and acceptance or rejection of such funding will be governed by the same terms as are contained in this Paragraph 3(a)(iii)(B). (B) Funding for the Fourth and/or Fifth Agreement Year is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for the Fourth and/or Fifth Agreement Year then the County shall notify the Contractor of the Maximum Amount for the Fourth and/or Fifth Agreement Year. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Maximum Amount for the Fourth and/or Fifth Agreement Year. The Contractor must return the notification letter to the Department, countersigned, within thirty (30) days of receipt in order to accept the Maximum Amount for the Fourth and/or the Fifth Agreement Year. If the Contractor rejects the Maximum Amount then this Agreement shall terminate as of the end of the last funded Agreement Year. If the Contractor does not advise the Department of its acceptance or rejection within the time frame stated above, then the Maximum

Amount for the Fourth and/or Fifth Agreement Year shall be deemed rejected and this Agreement shall terminate as of the end of the last funded Agreement Year. (C) If the County elects not to fund this Agreement for the Fourth and/or Fifth Agreement Year then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice or, if no termination date is set forth, then as of the end of the last funded Agreement Year.

(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.

5. 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).

6. 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.

7. 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, 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.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all in accordance with the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

8. Minimum Service Standards. The provisions of this Section shall survive the termination of this Agreement. 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, including, without limitation, the provision of forensic mental health evaluations, consultation and court testimony in accordance with the highest professional standards of quality in the fields of mental health, mental retardation and developmental disabilities. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

9. 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.

10. 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.

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 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. 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.

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 has executed this Agreement on _____, 2013 and the County has executed this Agreement on the date first above written.

Fiona A. Radcliffe, Ph.D.

By: Fiona Radcliffe PhD.

Name: Fiona Radcliffe, Ph.D.

Title: Consulting Psychologist

Date: 1/11/17

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 11th day of January in the year 2017 before me personally came Fiona Radcliffe-Jones 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 Sole Proprietor 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.

Barbara Spinner
NOTARY PUBLIC

BARBARA SPINNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6004686
Qualified In Nassau County
My Commission Expires March 23, 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 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:

Fiona Radcliffe, Ph.D. (Name)
175-06 Devonshire Rd. 2E, Jamaica, NY 11432 (Address)
917-538-6326 (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.

1/11/17
Dated

Fiona Radcliffe, M.D.
Signature of Chief Executive Officer

Fiona Radcliffe, M.D.
Name of Chief Executive Officer

Sworn to before me this

11th day of January, 2017.

Barbara Spinner
Notary Public

BARBARA SPINNER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6004586
Qualified In Nassau County
My Commission Expires March 23, 2018

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **Fiona A. Radcliffe** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By:_____

Print Name:_____

Title: _____

Date:_____

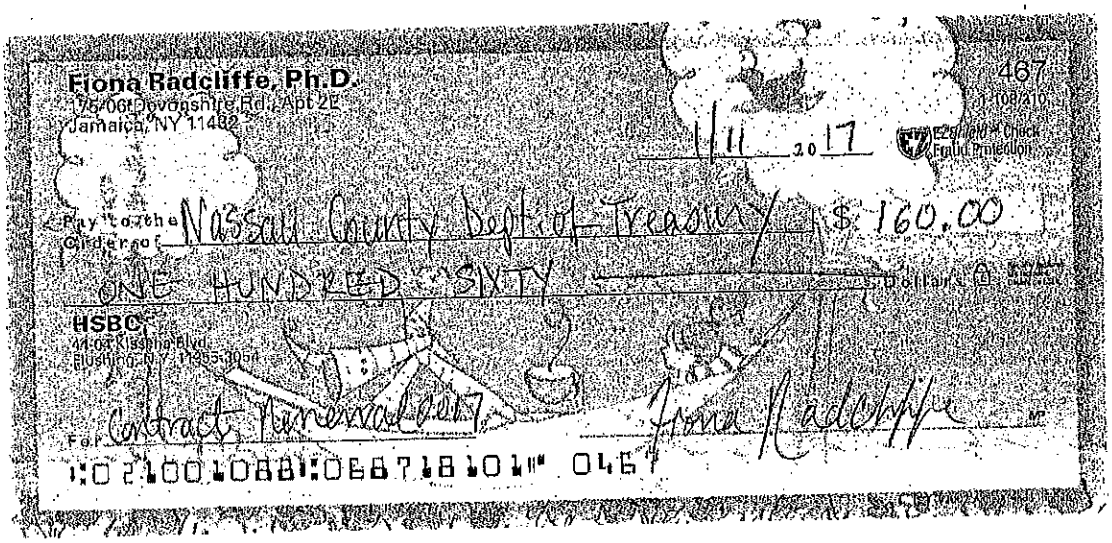
Fiona A. Radcliffe

By: Fiona Radcliffe

Print Name: Fiona Radcliffe

Title: Consulting Psychologist

Date: 8/11/17



Fiona Radcliffe, Ph.D.
175-06 Devonshire Rd., Apt 2F
Jamaica, NY 11432

467
1-108/210

1/11 2017

EZ Form™ Check Fraud Protection

Pay To the Order of Nassau County Dept of Treasury $ 160.00

ONE HUNDRED SIXTY Dollars

HSBC
44-08 Kissena Blvd
Flushing, N.Y. 11355-1051

For Contract Renewal 2017 Fiona Radcliffe

⑆021001088⑆0687181011⑈ 0467

Contract ID#: CQHS16000116

Department: Human Services, Office of Mental Health, CD&DDS

E-32-17

Contract Details

SERVICE: Community Based MH **(LA)**

NIFS ID #: CQHS16000116 NIFS Entry Date: 01/13/17 Term: from 1/1/16 to 12/31/16
2016 Year Services

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 **South Nassau Communities Hospital**	Vendor ID# **11-1352310**
Address One Healthy Way Oceanside, NY 11572	Contact Person Mr. Richard Murphy CEO Phone 516-632-3939

County Department

Department Contact: **Geri Appel**
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-7088

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☒ ☒	1/19/17		
	OMB	*NIFS Approval*	☒	1/23/17		Yes ☐ No ☐
1/25/17	County Attorney	*CA RE&I Verification*	☐	1/25/17		
1/25/17	County Attorney	*CA Approval as to form*	☒	1/25/17		Yes ☒ No ☐
	County Attorney	*NIFS Approval*	☐			
	County Comptroller	*NIFS Approval*	☐			
2/6/17	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	2/6/17		

RECEIVED
NASSAU COUNTY
2017 FEB 17 P 3:24

PR5254 (8/03)

Contract ID#: CQHS16000116

Department: Human Services, Office of Mental Health, CD&DDS

Contract Summary

Description:

Purpose: To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

Method of Procurement: Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law. The department is required to adhere to the state aid schedule.

Procurement History: **Provider** is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act.

Description of General Provisions: This is a multi-year contract that provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health program services, for individuals, groups, families, and children.

Impact on Funding / Price Analysis: This is a New York State and County funded program.

Change in Contract from Prior Procurement: none.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1501
Object:	511
Transaction:	103

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$50,000.00
Federal	$
State	$50,000.00
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1501/DE511	$100,000.00
2		$
3		
4		
5		
6		
TOTAL		$100,000.00

Document Prepared By: Geri Appel **Date:** 01/13/17

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 2/6/17
Date	Date	(For Office Use Only) E #:

PR5254 (8/03)

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: South Nassau Communities Hospital

2. Dollar amount requiring NIFA approval: $ 100,000

Amount to be encumbered: $ 100,000

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: 2016

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

If yes, please explain: Continuation of Services previously provided by a defunct agency(FEGS).

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % 50
County % 50

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 contract for 2016 provides specific funding levels as directed by New York State Office of Mental Health, for community based mental health services, for individual, group, family, and children.

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 1/24/17

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. – 2017

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 HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND SOUTH NASSAU COMMUNITIES HOSPITAL

WHEREAS, the County has negotiated a personal services agreement with South Nassau Communities Hospital to provide mental health 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 agreement with South Nassau Communities Hospital.

ACTIVE
BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 13 2016 ADADJ2016
INDEX :
ORGANIZATION : HS10 DEPARTMENT OF HUMAN SERVICES
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
		REV TOTAL	15,761,676	15,860,239	16,254,418	394,179
	AA	SALARIES,	4,375,567	4,698,567	4,632,696	65,871
	BB	EQUIPMENT	23,962	23,962	2,993	20,969
	DD	GENERAL EX	1,049,864	1,049,864	1,001,691	48,173
	DE	CONTRACTUA	26,077,232	25,844,621	23,570,397	2,274,224
	HF	INTER-DEPA	3,044,331	3,044,331	2,100,867	943,464
		EXP TOTAL	34,570,956	34,661,345	31,308,644	3,352,701

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: South Nassau Communities Hospital

CONTRACTOR ADDRESS: One Healthy way, Oceanside, NY 11572

FEDERAL TAX ID #: 11-1352310

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

Date 1/19/17

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

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: South Nassau Communities Hospital

Dated: 1/9/17

Signed:

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

COUNTY OF NASSAU

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

1. Name of the Entity: South Nassau Communities Hospital _____

Address: One Healthy Way_____

City, State and Zip Code: Oceanside, NY 11572 _____

2. Entity's Vendor Identification Number: 1000005535 (NYS Vendor #) _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp X Other (specify) Not-For-Profit

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):

Richard J. Murphy, President and Chief Executive Officer: 23 Hillcrest Road Crystal Brook Park P.O Box 390 Mt. Sinai, NY 11766;

William E. Allison, Chief Operating Officer: 310 Bay Drive Massapequa, NY 11758;

Mark Bogen, Senior Vice President and Chief Financial Officer: 2 Elkland Road Melville, NY 11747

See attached

5. List names and add resses 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

Of our many affiliates and subsidiaries including Oceanside Canseling and various physician practices, the Hospital will be the sole provider for this contract 2/7/17 DS

provider

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: January 9, 2017 Signed: Mark A. Bogen

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

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.

Richard J. Murphy, President and Chief Executive Officer 23 Hillcrest Road Crystal Brook Park P.O. Box 390 Mt. Sinai, NY 11766	
William E. Allison, Senior Vice President and Chief Operating Officer 310 Bay Drive Massapequa, NY 11758	
Mark A. Bogen, Senior Vice President and Chief Financial Officer 2 Elkland Road Melville, NY 11747	
Joseph J. Fennessy, CPA, Chairman 188 Willis Court Wantagh, NY 11793	John F. Aloia, M.D. 39 Nassau Boulevard Garden City, NY 11530
Edward Scott, Secretary 47 W. Walnut Street Long Beach, NY 11561	David Bonagura 77 Maple Avenue, Apt. 305 Rockville Centre, NY 11570
Peter C. Breitstone 54 Lloyd Lane Lloyd Harbor, NY 11743	Anthony Cancellieri 506 Raymond Street Rockville Centre, NY 11570
John Catalano 38 Wood Lane Lattington, NY 11560	Marilyn Cohen 1325 Adams Road Hewlett Harbor, NY 11557
Mihai Dimancescu, M.D. 226 Rose Street Freeport, NY 11520	Lowell Frey 85 Redwood Drive East Hills, NY 11576
Jeffrey Frisch, CPA 2494 Walters Court Bellmore, NY 11710	Steven Gold 253 Adams Road Hewlett Harbor, NY 11557
Harry Kassel 1301 Azure Place Hewlett Harbor, NY 11557	Bernard Kennedy 93 Garden City Avenue Point Lookout, NY 11569
Wayne Lipton 130 Broadway Rockville Centre, NY 11570	Harold Mahony, Esq 118 Garfield Place Freeport, NY 11520
Steven Sauer 254 Brower Avenue Rockville Centre, NY 11570	Michael Schamroth 191 Meadowview Ave Hewlett Bay Park, NY 11557
George A. Schieren 357 Everit Avenue Hewlett Harbor, NY 11557	Joel Schneider 142 Cedar Avenue Hewlett Bay Park, NY 11557
Harriett P. Thayer 304 Ocean Avenue Lawrence, NY 11559	Sally Valenti 1011 Highland Street Baldwin, NY 11510

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 J. Murphy, President and Chief Executive Officer

   Date of birth 08 / 20 / 51

   Home address 23 Hillcrest Road, Crystal Brook Park P.O. Box 390

   City/state/zip Mt. Sinai, NY 11766

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 09/04/12 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer 09/04/12 Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ ____/____/____

   (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. SECRETARY, HEALTHCARE ASSOC. OF N.Y. STATE ALBANY, N.Y.

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. N/A None

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, Richard J. Murphy, 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 11th day of January 2017

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

South Nassau Communities Hospital
Name of submitting business

Richard J. Murphy
Print name

Signature

President and CEO
Title

1 / 11 / 17
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 William E. Allison

   Date of birth 07 / 11 / 52

   Home address 310 Bay Drive

   City/state/zip Massapequa, NY 11758

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-4420

   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) Chief Operating Officer 10 / 02 / 15

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. Chair of Oceanside Counseling Center

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 _x__ NO ___ If Yes, provide details. New York State OASAS

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, William E. Allison, 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 16th day of December 2016

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Barbara J. Helsinger
Notary Public

SOUTH NASSAU COMMUNITIES HOSPITAL
Name of submitting business

WILLIAM ALLISON
Print name

Signature

CHIEF OPERATING OFFICER
Title

12 / 16 / 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 Mark Bogen

   Date of birth 05/23/56

   Home address 2 Elkland Road

   City/state/zip Melville, NY 11747

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 01/02/08 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, Mark Bogen, 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 September 2016

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Barbara J. Helsinger
Notary Public

South Nassau Communities Hospital
Name of submitting business

Mark Bogen
Print name

Signature

SVP + CFO
Title

09/07/2016
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 Joseph J. Fennessy

   Date of birth 07 / 19 / 50

   Home address 188 Willis Court

   City/state/zip Wantagh, NY 11793

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 10 / 02 / 12 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 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 ___ 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

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I, Joseph J. Fennessy _____, 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 30 day of August 2016

Eileen Schultz
Notary Public

EILEEN SCHULTZ
Notary Public, State of New York
No. 01SC6110256
Qualified in Nassau County
Commission Expires May 24, 2020

South Nassau Communities Hospital
Name of submitting business

Joseph J. Fennessy
Print name

Joseph J. Fennessy
Signature

CHAIRMAN
Title

8/30/2016
Date

PRINCIPAL QUESTIONNAIRE FORM

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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 Edward Scott

   Date of birth 05 / 02 / 66

   Home address 47 West Walnut Street

   City/state/zip Long Beach, NY 11561

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 06 / 20 / 16

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ ____/____/____

   (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. I served as Chief Investment Officer and General Counsel to UrbanAmerica Advisors, LLC through October 2014.

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.) No.

   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

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I, Edward Scott _____, 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 30 day of August 2016

Eileen Schultz
Notary Public

EILEEN SCHULTZ
Notary Public, State of New York
No. 01SC6110256
Qualified in Nassau County
Commission Expires May 24, 2020

South Nassau Communities Hospital
Name of submitting business

Edward Scott
Print name

Signature

Secretary, Board of Directors
Title

8/30/16
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: 12/15/16

1) Proposer's Legal Name: South Nassau Communities Hospital

2) Address of Place of Business: 1 Healthy Way Oceanside, NY 11572

List all other business addresses used within last five years:
None

3) Mailing Address (if different): NO

Phone: 516-632-3939

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 050595933

5) Federal I.D. Number: 11-1352310

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) 501c3

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: physician practices

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. Oceanside Canseling Center and physician practices

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 none

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.
see attached

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: Please see enclosed.

i) Date of formation; 1928

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; see attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 3600

vi) Annual revenue of firm; $400m

vii) Summary of relevant accomplishments see attached brochure

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

B. Indicate number of years in business. Since 1928

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

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 NYSOMH

Contact Person Roseann Avella

Address Long Island Field Office, Pilgrim PC, Building 45-3

City/State 998 Crooked Hill Road West Brentwood, NY 11717

Telephone 631-761-2886

Fax #

E-Mail Address roseann.avella@omh.ny.gov

Company Office of Mental Health, Chemical Dependency & Developmental Disabilities Services

Contact Person James E. Dolan, Jr, DSW, LCSW

Address 60 Charles Lindbergh Blvd., Suite 200

City/State Uniondale, NY 11553

Telephone 516-227-7057

Fax # 516-227-7076

E-Mail Address james.dolanjr@hhsnassaucounty.us

Company Senior Care Emergency Medical Services

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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, Mark Bogen, 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 JANUARY 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Name of submitting business: South Nassau Communities Hospital

By: Mark A. Bogen
Print name

Signature

Senior Vice President & CFO
Title

01/09/2017
Date

SOUTH NASSAU COMMUNITIES HOSPITAL

CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

POLICY AND PROCEDURE

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I. OVERVIEW

A. Purpose. South Nassau Communities Hospital and its affiliate, Oceanside Counseling Center, Inc., (collectively, the "Hospital") are committed to providing high quality medical care to its patients and ensuring that its business practices comply with all relevant legal requirements and applicable Hospital policies. This Policy and Procedure is intended to be a guide for Hospital Board Members, Officers, Key Employees, medical staff, practitioners with clinical privileges, and employees ("Hospital Personnel") who may find themselves in a position where their personal interests could cause, or be perceived to cause, a conflict with the interests of the Hospital, the community we serve or our patients.

B. Basic Requirements. As set forth in more detail below, all potential or actual conflicts of interest must be reported to the Hospital and must be appropriately addressed as required by this Policy. If you are uncertain whether a particular transaction or matter presents a disclosable conflict of interest, it should be disclosed pursuant to this Policy.

Failure to adhere to this Policy will be considered a breach of the individual's obligation to the Hospital, and may result in disciplinary action. Hospital Personnel are thus expected to read and understand this Policy and to review it at least annually in order to be alert to situations that could pose an actual or potential conflict of interest.

Underlying the requirements of this Policy is the expectation that Hospital Personnel will at all times do the following:

(1) act fairly, reasonably and in the Hospital's best interests;

(2) act in compliance with all applicable legal requirements, including but not limited to, the requirements concerning Related Party Transactions described below;

(3) refrain from personal considerations of any kind that conflict with, or that appear to conflict with, the best interests of the Hospital, the community the Hospital serves or its patients; and

(4) immediately disclose any potential conflicts of interest in accordance with the procedures set forth in this Policy.

Upon the disclosure of a conflict of interest, the Compliance Committee of the Board will conduct a review of the potential and/or actual conflict, in accordance with the procedures set forth below, to determine whether and to what extent such conflict of interest should limit the individual's participation in his or her position, medical staff function or the particular transaction or matter under consideration. In general, Hospital Personnel with conflicts of interest must refrain from participating in the consideration or determination of any transaction or matter as to which they have an actual or potential conflict.

C. Definitions. At the end of this Policy there is an Appendix that sets forth the definitions of key words and phrases used throughout this Policy.

D. Related Policies. For further information, please see the following hospital-wide related policies:

- Acceptance of Gifts OF-ADM-275

- Financial Interest Disclosure for Product and Formulary Recommendations OF-ADM-320

- Acceptance and/or Solicitation of Gifts or Benefits From Vendors (OF-ADM-276)

- Compliance Program Disciplinary Policy, Standards and Procedures OF-ADM-162

II. OVERSIGHT OF THIS POLICY

The adoption, implementation of and compliance with this Policy shall be overseen by the Compliance Committee of the Board. The Compliance Committee will be composed of only Independent Directors (as that term is defined in the Appendix to this Policy).

The Compliance Committee has authorized the Hospital's Compliance Officer to provide the Board with assistance in the implementation of, and compliance with, this Policy. Such assistance may include having the Compliance Officer: (1) gather the Conflict of Interest Disclosure Statements; (2) track the successful completion of the Statements; (3) transmit the Statements to the Secretary of the Board; and (4) assist the Compliance Committee in organizing the Statements for the Committee's review. The Compliance Committee, however, will at all times retain overall responsibility for all aspects of the oversight of this Policy.

III. PROCEDURES FOR DISCLOSURE OF CONFLICTS

A. What is a "Disclosable Conflict of Interest"? As a general matter, any financial or related interest must be disclosed when the interest of Hospital Personnel in a transaction or entity creates the appearance (or the actuality) that the Hospital Personnel may not be able to act in the best interests of the Hospital. A Disclosable Conflict of Interest exists for example, when Hospital Personnel or Relatives of Hospital Personnel engage in any of the following:

(1) Related Party Transaction. Have a financial interest in any transaction, agreement or arrangement in which the Hospital is or intends to be a participant.

(2) Relationships with Vendors and Competitors. Have a financial interest in a vendor, competitor or entity with which the Hospital does business or intends to do business or which competes with the Hospital; is a member, owner, sole proprietor, partner, shareholder, director, trustee or officer of such vendor, competitor or entity; or has a contractual or employment relationship with such vendor, competitor or entity.

(3) Personal Interest. Represent the Hospital in any matter in which the person has a personal interest (financial or otherwise).

(4) Personal Gain. Use, or have the opportunity to use, knowledge about the Hospital for personal gain, profit or advantage;

(5) Business Relationships with Directors, Officers or Key Employees. When a Director, Officer or Key Employee has a family or business relationship with

another Director, Officer or Key Employee. Under IRS disclosure rules, however, the following business relationships need not be disclosed to the IRS:

(a) attorney-client or physician-patient privileged relationships; and

(b) business relationships that are a part of the ordinary course of business on the same terms generally offered to the public.[1]

Even if the IRS disclosure rules do not require disclosure, an internal disclosure to the Hospital will still be required if the relationship is of such a material nature as to affect, or create the appearance that it could affect, either the independence of the Director or the integrity of the decision- making process of the Board.

(6) Gifts and Other Benefits. Accept gifts, entertainment or other favors from a vendor, competitor or entity with which the Hospital does business or intends to do business under circumstances from which it might be inferred that the gift or gratuity was being given to influence the Hospital Personnel's actions or decisions on behalf of the Hospital; or gifts or gratuities in excess of the maximum as allowable by hospital policy, in cash or in kind.

(7) Quality of Care. Have a familial, financial or business relationship that does or has the potential to affect the safety or quality of care, treatment and services provided to patients. Such relationships can include the receipt of hospitality (i.e., business entertainment, networking events, and hospital-sponsored fundraising events), as defined in the hospital vendor and gift policies, loans, gratuities or other financial benefits from any patient, patient family member or visitor. [2]

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[1] More specifically, under the IRS rules, a business relationship that may have to be disclosed on the Hospital's IRS 990 Form includes relationships where:

(i) one person is employed by the other in a sole proprietorship or by an organization with which the other is associated as a trustee, director, officer, or greater-than-35% owner, even if that organization is tax-exempt;

(ii) one person is transacting business with the other (other than in the ordinary course of either party's business on the same terms as are generally offered to the public), directly or indirectly, and the transaction involves transfers of cash or property valued in excess of $10,000 in the aggregate during the Hospital's tax year; and

(iii) the two persons are each a director, trustee, officer, or greater than 10% owner in the same business or investment entity (but not in the same tax-exempt organization).

[2] Examples of scenarios in which a potential conflict of interest could affect the quality of patient care includes:

a. A cardiologist on staff receiving financial remuneration for each patient that he or she enrolls in a study funded by a major drug company;
b. An employee who owns a durable medical equipment company that does business with the Hospital or its patients;
c. A physician on the medical staff who also is the medical director of, or has an ownership or financial interest in, a nursing home where Hospital patients are referred;
d. A clinical department Chair whose child applies for privileges in the Chair's department or in another clinical department;
e. An employee with purchasing authority who makes a decision to buy goods or services based on personal relationships or personal gain, and not in the best interests of the Hospital and its patients.

(8) Other Organizations. Is an officer or director of, or has a direct or indirect substantial financial interest in, another corporation, firm or other entity – including another healthcare organization – with which the Hospital does business or intends to do business.

(9) Other Conduct. Engages in any other conduct that interferes with, or appears to interfere with, the best interests of the Hospital or with the Hospital Personnel's responsibilities to the Hospital.

Other examples may arise, particularly in certain contexts within which the Hospital conducts its day-to-day operations. It is not possible to provide an exhaustive listing of every situation in which a conflict of interest, or the appearance of a conflict of interest, may arise.

B. How and When to Disclose. Hospital Personnel must disclose any potential conflicts both annually and when a potential conflict arises.

(1) Annual Written Conflict of Interest Disclosure Statement. Directors, Officers, Key Employees (defined as Vice Presidents, heads of departments and certain select positions), and employed physicians will, at least annually, file a written Conflict of Interest Disclosure Statement with the Board Secretary (or with the Hospital's Compliance Officer on behalf of the Secretary). The Hospital Compliance Officer, in conjunction with the Board Secretary, will track the completion of the Statements. Copies of all completed Statements will be provided by the Board Secretary (or the Compliance Officer on behalf of the Board Secretary) to the Chair of the Compliance Committee for its review.

(2) Continuing Obligation to Disclose and Update. Hospital Personnel – even those who are not required to file an annual Disclosure Statement– have an affirmative and continuing obligation to disclose any conflicts of interest as they arise and, as applicable, to update his or her annual written Conflict of Interest Disclosure Statement, if he or she is otherwise required under this Policy to file a Disclosure Statement. All such disclosures or updated Disclosure Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of all updated or new disclosures to the Chair of the Compliance Committee for the Committee's review and consideration.

(3) Requirements Specific to the Board. The following additional disclosure requirements apply to Board Directors, as applicable:

(a) Directors' Disclosure Statements. For Directors, the Conflict of Interest Disclosure Statement will specifically include, among other Disclosable Conflicts of Interest, a statement identifying, to the best of the Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship.

(b) Prior to the Initial Election of a Director. Prior to the initial election of any Director, the individual proposed for a Director position shall complete, sign and submit a written Conflict of Interest Disclosure

Statement identifying, to the best of the proposed Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship, and any transaction in which the Hospital is a participant and in which the proposed Director might have a Disclosable Conflict of Interest.

All such Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of each completed Statement to the Chair of the Compliance Committee, for the Committee's review.

(c) Additional Disclosure Requirements for Board Directors. If during the course of a Board or Board-level committee meeting, discussion, or deliberation any actual or potential conflict of interest becomes apparent to a Director, that Director must disclose such actual or potential conflict to the Board or committee. If another Director becomes aware of any actual or potential conflict of interest, he or she shall disclose such conflict if the conflicted Director is absent. In both cases, such disclosure shall be a matter of record.

(d) Committee Assignments. All potential members of any committee with Governing Board-delegated powers must complete an updated Disclosure Statement and disclose any actual, potential, or perceived conflict of interest to the Compliance Officer and the Board prior to assignment to such committee.

(4) Disclosure by Medical Staff and Practitioners With Clinical Privileges. Each member of the Hospital's medical staff and all practitioners with clinical privileges are required to disclose any Disclosable Conflict of Interest on their applications seeking initial appointment to the Hospital's staff or for clinical privileges and their applications seeking reappointment to the Hospital's staff or for clinical privileges. In addition, all such staff and practitioners have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. Such matters will be reviewed by the Compliance Officer or his or her designee in conjunction with the Medical Staff Office and forwarded, as appropriate, to the Chair of the Compliance Committee.

(5) Disclosure by Hospital Employees. Hospital employees have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. On no less than an annual basis, the Hospital will send a reminder to all employees of their obligations under this Policy. Required disclosures are to be directed to the Compliance Officer or his or her designee and will be forwarded, as appropriate, to the Chair of the Compliance Committee.

IV. THE REVIEW PROCESS

A. **Review by the Compliance Committee of the Board.** The Board Secretary will deliver all completed Conflict of Interest Disclosure Statements to the Chair of the Compliance Committee of the Board for its consideration. The Compliance Committee will then conduct a full review of all matters that raise an actual or potential conflict of interest, or that create the appearance of an actual or potential conflict of interest. In conducting its review, the Compliance Committee:

(1) Will consider all relevant facts and circumstances involved in the matter, and in particular, what is fair, reasonable and in the best interests of the Hospital, the community it serves and its patients;

(2) Will exclude the affected individual(s) from being present at or participating in the deliberations or voting on the potential conflict of interest;

(3) Will prohibit the affected individual(s) from any attempt to improperly influence the deliberations or voting on the matter;

(4) Will permit the affected individual(s), upon request of the Committee, to present information as background or answer questions concerning the matter at a committee or board meeting prior to commencement of deliberations or voting on the matter; and

(5) Will not permit any Director to vote, or be counted in determining the quorum for any vote, on any transaction between the Hospital and another corporation, firm, association or other entity in which the Director is an officer or director or has a direct or indirect substantial financial interest.[3]

Decision by the Compliance Committee. The Compliance Committee will make a final and binding determination as to whether a conflict of interest exists or may exist, and what course the Hospital will take in connection with the matter. The Compliance Committee will contemporaneously document in writing, appropriate minutes of any meeting at which the matter is deliberated or voted upon, all deliberations and determinations relating thereto, including, at a minimum, a summary of the matter, a summary of the deliberations.

B. **Corrective Actions.** If, after review and consideration, the Compliance Committee concludes that a potential or actual conflict of interest does exist, then the Hospital will implement the following corrective actions to protect the Hospital's best interests:

(1) Generally. Hospital Personnel for whom an actual or potential conflict of interest is found to exist will take no part in consideration, deliberation or decision-making as to the underlying matter that is the subject of the potential conflict.

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[3] In addition to the other requirements of this Policy, any such quality of interest shall be disclosed to the other Directors of the Hospital and made a matter of record. Such disclosure shall be made by the Director involved or, in his or her absence, by another Director having knowledge of the facts. For these purposes, a Director or Officer shall be deemed to have a direct or indirect substantial financial interest in any corporation, firm, association or other entity in which such person, together with such person's parents and spouse, and all descendants of either of such person's parents or such person's spouse, have an aggregate beneficial interest of 10% or more. This provision does not apply to a Director who also serves as an unsalaried officer or director of other nonprofit corporations which, having received all requisite approvals, exist for the purpose of raising funds for the operation and maintenance of, or to provide administrative, planning and research support services, to the Hospital, with respect to transactions between the Hospital and such other nonprofit corporations.

(2) Recusal. The conflicted Hospital Personnel must recuse him or herself from discussion (including informal discussions) of matters affected by the conflict of interest, including physical absence from discussions, deliberations, voting or decision making either during consideration by management or during Board or Board Committee meetings.

(3) Quorum. A conflicted Director will not be counted in determining a quorum for any vote on the matter that is the subject of the potential conflict.

(4) Personal Influence. The conflicted Hospital Personnel will not use his or her personal influence – in any way or at any time - with respect to the matter that is the subject of the potential conflict.

(5) Significant Conflicts. If the conflict is so significant as to be incompatible with the mission, strategic priorities, or best interests of the Hospital, a determination will be made by the Board whether it is appropriate for the individual to continue serving on the Board, as a member of a Board committee, or as an Officer or Key Employee of the Hospital.

C. Additional Special Rules for Related Party Transactions-Generally. In addition to the considerations outlined above, all Related Party Transactions (as defined in the Appendix) are subject to the following additional special rules:

(1) Fair and Reasonable. The Hospital may not enter into a Related Party Transaction unless the transaction is determined to be fair, reasonable and in the Hospital's best interest at the time of the determination.

(2) Disclosure of Material Facts. In considering the Related Party Transaction, the Compliance Committee shall ensure that any Director, Officer or Key Employee who has an interest in the Related Party Transaction has disclosed in good faith all material facts concerning such interest; and

(3) No Participation. No Related Party may participate in the deliberations or voting relating to any Related Party Transaction. However, the Compliance Committee may request that a Related Party present information concerning a Related Party Transaction at a meeting prior to the commencement of deliberations or voting relating thereto.

(4) Contemporaneous Documentation. Contemporaneous documentation of the Compliance Committee's review of a Related Party Transaction will include, at a minimum, a summary of the matter, a summary of the deliberations, consideration of any alternatives, the vote and the basis for the determination, including, but not necessarily limited to, whether the matter is as fair and reasonable to the Hospital as would otherwise then be obtainable by the Hospital.

D. Additional Related Party Rules When a "Substantial" Financial Interest Exists. With respect to any Related Party Transaction involving the Hospital and in which a Related Party has a "substantial" financial interest in the transaction, agreement or arrangement, the following shall also apply:

(1) Prior to entering into the transaction, the Compliance Committee shall consider alternative transactions to the extent available;

(2) The transaction must be approved by not less than a majority vote of the members present at the meeting; and

(3) The Compliance Committee must contemporaneously document in written minutes the basis for its approval or disapproval, including its consideration of any alternative transactions.

E. Relationships With Other Care Providers, Educational Institutions, Manufacturers and Payers. On a regular basis the Hospital will also review its relationships with other care providers, educational institutions, manufacturers, and payers to determine whether conflicts of interest exist, and whether they are within law and regulation. All appropriate matters will be promptly brought to the Chair of the Compliance Committee.

V. MISCELLANEOUS PROVISIONS

A. Training. The Hospital will conduct training and education for all Directors, Officers, Key Employees, medical staff, practitioners with clinical privileges and employees on this Policy, including as to what constitutes Disclosable Conflicts of Interest, required disclosures, when and how disclosures are to be made, the review and determination process and other related matters at the individual's orientation and on a regular basis thereafter.

B. Board Committee Standards. This Policy and Procedure sets forth the Conflict of Interest and Related Party Transactions standards for all covered Hospital Personnel. Certain Committees of the Board, however, may from time-to-time promulgate Conflict of Interest or Related Party Transaction standards to govern the operations of that Committee. To the extent that such Committee specific standards are stricter than those set forth in this Policy and Procedure, the stricter Committee standards will apply.

C. Requests From Patients or Those Who Work in the Hospital. All policies, procedures and information about the relationship between care, treatment, and services and financial incentives are available upon request to all patients and those individuals who work in the Hospital, including staff and licensed independent practitioners.

D. Violations of this Policy. If the Compliance Committee or Board has reasonable cause to believe any Hospital Personnel, including a Director, Officer or Key Employee, has failed to disclose actual or potential conflicts of interest, it shall inform such Hospital Personnel of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose. If, after hearing the individual's response and making further investigation as warranted by the circumstances, the Compliance Committee or Board determines that such Hospital Personnel has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action in accordance with the Hospital's policy on sanctions.

This Policy was approved and adopted by the Board of Directors on June 7, 2016

[Name] Joseph Fennessy [Signature] (On File) [Title] Chairman

APPENDIX: DEFINITIONS

This Appendix sets forth the definitions of a number of important words and phrases that are used throughout this Policy.

1. ***"Affiliate"***. An "Affiliate" of the Hospital means any entity controlled by or in control of the Hospital.

2. ***"Board"***. "Board" means the board of directors or any other body constituting a Governing Board as defined below.

3. ***"Director"***. "Director" means any member of the Governing Board of the Hospital, whether designated as director, trustee, manager, governor, or by any other title.

4. ***"Disclosable Conflict of Interest"***. "Disclosable Conflict of Interest" means any circumstance that gives rise to, or appears to give rise to, an actual or potential conflict of interest between a Director's, Officer's, Key Employee's, medical staff member's, practitioner's with clinical privileges, or employee's personal interest (or the personal interests of a Relative of a Director, Officer, Key Employee, medical staff member, practitioner with clinical privileges, or employee) and the best interests of the Hospital, the community it serves or its patients. In addition, every Related Party Transaction is a Disclosable Conflict of Interest.

5. ***"Governing Board"***. "Governing Board" means the body responsible for the management of the Hospital.

6. ***"Independent Director"***. An Independent Director is a member of the Board who:

   (a) is not, and has not been within the last three (3) years, an employee of the Hospital or an Affiliate of the Hospital;

   (b) does not have a Relative who is, or has been within the last three (3) years, a "Key Employee" of the Hospital or an Affiliate of the Hospital;

   (c) has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Hospital or a Hospital Affiliate (other than reasonable reimbursement for expenses incurred as a Director);

   (d) is not a current employee of or does not have substantial financial interest in, and does not have a Relative who is a current Officer of or has a substantial financial interest in, any entity that has made payments to, or received payments from, the Hospital or an Affiliate of the Hospital for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or 2% of the entity's consolidated gross revenue; or

(e) is not and does not have a Relative who is a current owner, whether wholly or partially, director, officer or employee of the Hospital's outside auditor or who has worked on the Hospital's audit at any time during the past three years.

Note that "payment," as used in this definition, does not include charitable contributions, dues or fees paid to the Hospital for services which the Hospital performs as part of its nonprofit purposes, provided that such services are available to individual members of the public on the same terms.

7. ***"Key Employee".*** "Key Employee" means any person who is in a position to exercise substantial influence over the affairs of the Hospital, as determined in accordance with current laws, rules and regulations.

The term "Key Employee" includes, but is not limited to:

- With respect to any transaction involving the Hospital, any person who was, at any time during the 5-year period ending on the date of such transaction, in a position to exercise substantial influence over the Hospital's affairs;

- Any individual serving on the Governing Board of the Hospital who is entitled to vote on any matter over which the Governing Board has authority;

- Any person who, regardless of title, has ultimate responsibility for implementing the decisions of the Governing Board of the Hospital, for supervising the management, administration, or operation of the Hospital, or for managing the finances of the Hospital, regardless of whether such ultimate responsibility resides with one, two or more individuals, either individually or acting in concert. Included in this group is presumed to be the President, Chief Executive Officer, Chief Operating Officer, Treasurer and Chief Financial Officer of the Hospital;

- Any person with a material financial interest in a provider-sponsored organization (i.e., a Medicare Advantage organization) in which the Hospital participates;

- Any person who satisfies the definition of a "Key Employee" pursuant to IRS Form 990, as the same may be amended from time to time;

- Any other person for whom all the relevant facts and circumstances tend to show that the person has substantial influence over the affairs of the Hospital [including, but not limited to, the facts and circumstances tending to show that substantial influence does or does not exist, as outlined in IRS regulations at 26 CFR § 53.4958-3(e)(2) and (3), to the extent such

provisions are applicable and as the same may be amended from time to time][§]; and

- Any other person deemed to be a "Key Employee" under current laws, rules or regulations applicable to the Hospital.

8. ***"Officer".*** "Officer" means those individuals designated as officers in the by-laws of the Hospital and those who are otherwise appointed as officers of the Hospital in accordance with the Hospital's by-laws.

9. ***"Related Party".*** "Related Party" means (i) any Director, Officer or Key Employee of the Hospital or any Affiliate of the Hospital or any other person who exercises the powers of Directors, Officers or Key Employees over the affairs of the Hospital or any Affiliate of the Hospital; (ii) any Relative of any individual described in clause (i) of this definition; or (iii) any entity in which any individual described in clauses (i) or (ii) of this definition has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%.

10. ***"Related Party Transaction".*** "Related Party Transaction" means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Hospital or any Affiliate of the Hospital is a participant.

11. ***"Relative".*** "Relative" of an individual means (i) his or her spouse, or domestic partner, as defined under New York Public Health Law § 2994-a, (ii) his or her ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren; or (iii) the spouses or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grand- children.

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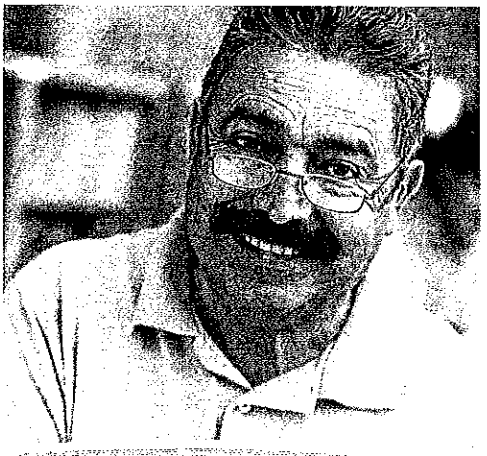
South Nassau®
COMMUNITIES HOSPITAL
where quality matters



Get to Know
South Nassau Communities Hospital

Dear Neighbor,

Our hospital has often been called "the best-kept secret on Long Island." Whether for our excellent physician talent, our compassionate nursing care or our wide range of ambulatory services and community programs, we want you to know why South Nassau should be your choice for health care.

South Nassau is proud to have received four major awards for quality and safety:

- *Becker's Hospital Review*'s 2014 "100 Hospitals with Great Women's Health Programs"
- We are also an ANCC Magnet®-recognized Hospital for superior nursing care, one of only five on Long Island
- We are recognized as a Joint Commission Top Performer on Key Quality Measures®
- and we received the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award

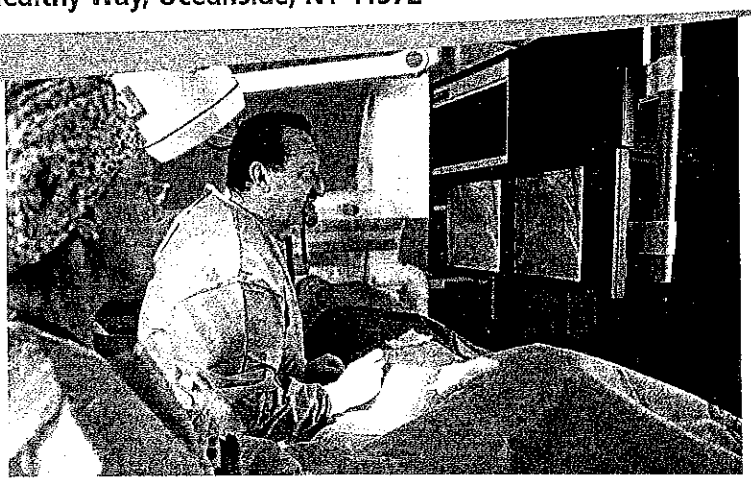
Now that you've discovered the South Nassau secret, get to know us; we hope you'll entrust your care to us the next time you or your family need superior hospital services.

Sincerely,

Richard J. Murphy
President and CEO

SEE INSIDE
for listing of onsite and offsite care offered

Onsite Services One Healthy Way, Oceanside, NY 11572



Center for Cardiovascular Health

South Nassau is the only hospital on Nassau's South Shore approved to perform emergency and elective angioplasty and provide the most advanced techniques and technologies to treat life-threatening diseases of the heart, 24/7. We are also one of the region's fastest-growing cardiac catheterization providers, **with an average door-to-catheterization time that is 25% faster than the national recommendation.**
Contact: (516) 632-3670

Certified by the Joint Commission in disease-specific care for Heart Failure.

South Nassau consistently followed the treatment guidelines in ACTION Registry® – GWTG™ for four consecutive quarters and met a performance standard of 90% for specific performance measures to receive this 2013 award.

The American Heart Association recognizes this hospital for achieving 85% or higher compliance with all Get With The Guidelines®-Heart Failure Achievement Measures and 75% or higher compliance with four or more Get With The Guidelines®-Heart Failure Quality Measures for two or more consecutive years and for documentation of all three Target: Heart Failure℠ care components for 50% or more of eligible patients with heart failure discharged from the hospital to improve quality of patient care and outcomes.

Center for Advanced Orthopedics

Offering the latest in minimally invasive orthopedic surgical procedures, the Center is home to some of the area's finest orthopedic surgical sub-specialists for outstanding spine, knee, hip and shoulder repair. The Center has been named by Empire Blue Cross Blue Shield as a Blue Distinction Center for knee and hip replacement, has been designated an Aetna Institute of Quality Orthopedic Care Facility for total joint replacement and has earned The Joint Commission's Gold Seal of Approval™ for its hip and knee replacement programs by demonstrating compliance with The Joint Commission's national standards for health care quality and safety in disease-specific care.
Contact: (866) 32-ORTHO (326-7846)

Designated as a Blue Distinction® Center for Knee and Hip Replacement

Certified by The Joint Commission for disease specific care in knee and hip joint replacement programs.

Inpatient Behavioral Health

Designed to enhance the interaction between South Nassau patients, staff and their families, the hospital offers a serene calming patient unit with 36 beds, indoor activity spaces and comfortable patient and family lounges.
Contact (516) 632-3937

Pediatrics

Offers comprehensive general and specialized inpatient pediatric care for children and teenagers. South Nassau also provides a Pediatric Emergency Department and a Special Care Pediatric Unit staff trained in Pediatric Advance Life Support (PALS).

We also features specialists in pediatric cardiology, endocrinology, gastroenterology, genetics, hematology-oncology, neurology, pulmonary medicine as well as allergy and immunology and Craniofacial and plastic surgery. Our pediatrics department also includes pediatric hospitalists, a neonatologist and pediatric radiologist for inpatient and outpatient services. Ambulatory pediatric services and our Child Life Program are also a part of our award winning services. Our staff is on call 24 hours a day, 7 days a week. **Contact: (516) 632-3951**

Emergency Department

Staffed by a team of dedicated professionals, including board-certified, residency trained emergency medicine physicians, South Nassau offers specialized emergency treatment for adults and children. We are an ACS-verified Level II Trauma Center, the only one on the South Shore of Nassau County, designated a New York State Department of Health Stroke Center, certified by The Joint Commission as a Primary Stroke Center and received the American Heart Association/American Stroke Association's Get With The Guidelines® – Stroke Gold Plus Performance Achievement Award and the Target: Stroke Honor Roll. **Contact: (516) 632-3900.**

Certified as a Primary Stroke Center by The Joint Commission, in conjunction with The American Heart Association/American Stroke Association.

The American Heart Association/American Stroke Association recognizes this hospital for achieving 85% or higher compliance with all Get With The Guidelines®-Stroke Achievement Measures and 75% or higher compliance with five or more Get With The Guidelines®-Stroke Quality Measures for two or more consecutive years and achieving Thrombolytic Therapy ≤ 60 minutes 75% and ≤ 45 minutes 50% or more of applicable acute ischemic stroke patients to improve quality of patient care and outcomes.

Radiology and Interventional Radiology

Performs a full range of imaging on an inpatient, outpatient and emergency basis, including diagnostic radiography and fluoroscopy, multi-slice, low-dose CT scanning, PET/CT (outpatient only), MRI, ultrasound, nuclear medicine, angiography and interventional procedures, including minimally invasive treatment and embolization of liver tumors. **Contact: (516) 632-3921**

Onsite Services One Healthy Way, Oceanside, NY 11572

Comprehensive Women's Healthcare

Maternity

South Nassau provides mothers and their babies with state-of-the-art, all-private, Labor/Delivery/Recovery rooms. Our labor and delivery team include Level II Neonatal Intensive Care, Maternal-Fetal Medicine specialists, board certified obstetricians, anesthesiologists, and neonatologists, all available 24/7. For high risk pregnancies, comprehensive prenatal and postnatal care is available at South Nassau through a partnership with Winthrop University Hospital's Division of Maternal-fetal Medicine. Nursing Mothers are supported through South Nassau's Lactation Resource Center, staffed by a professional team of International Board Certified Lactation Consultants who offer knowledge and expertise to assist the breastfeeding family.

South Nassau Communities Hospital is the recipient of the New York State Department of Health's Perinatal Quality Collaborative Obstetrical Improvement 2013 Quality Improvement Award. It is named in the Top 100 Hospital's Nationwide with Great Women's Health Programs, and has received the Torch of Life award from the AMT (Ambulance Medical Technicians) Children of Hope Foundation for their involvement in the Safe Haven Program. South Nassau Communities Hospital has been named a "Baby Friendly" hospital by the World Health Organization (WHO)/United Nations Children's Fund's (UNICEF) via Baby-Friendly USA, Inc. (BFUSA) for its commitment to mothers and newborns and in recognition of its effort to foster breastfeeding. **Contact: (516) 377-5310**

Women's Center for Pelvic Floor Disorders and Urogynecology

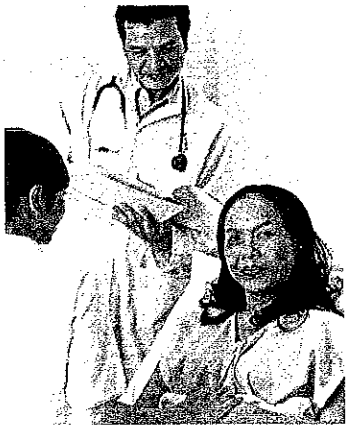
South Nassau's Women's Center for Pelvic Floor Disorders and Urogynecology offers expertise in the diagnosis and treatment of pelvic floor disorders. The Center also offers advanced radiologic services for conditions such as: cystocele, rectocele, enterocele, vaginal prolapse, uterine prolapse, stress incontinence, fecal incontinence, overactive bladder and vesicovaginal and rectovaginal fistulas. **Contact: (516) 763-7820**

Comprehensive Gynecologic Oncology

Services are provided at two locations: One Healthy Way, Oceanside, NY , and at The Gertrude & Louis Feil Cancer Center, 1 South Central Avenue, Valley Stream

The division of Gynecologic Oncology offers patients access to state-of-the-art diagnostic and therapeutic services. We reduce the time our cancer patients need to wait for definitive therapy through expediting consults and diagnostic procedures Services include: treatment for benign pelvic pain, colposcopy, in-office biopsies, and laser treatment of precancerous conditions of the vulva, vagina, cervix, fallopian tubes and ovaries. **Contact: (516) 632-3350**

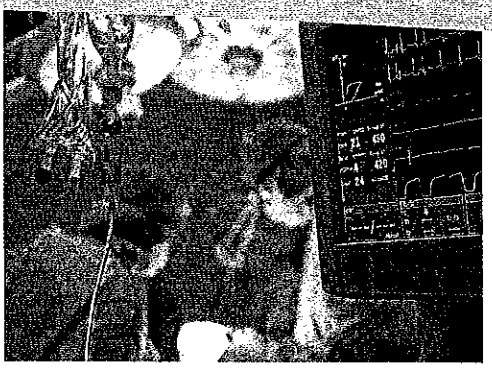
Robotic Gynecologic Surgery



For cancer patients requiring hysterectomy, the da Vinci® Robotic Surgical System is one of the most effective and least invasive treatment options available. Benefits include less pain, fewer complications, less blood loss, shorter hospital stays, low risk of wound infection, as well as quicker recovery time between surgery and follow-up treatments. **Contact: (516) 632-3350**

Department of Surgery

Provides surgery for adult and pediatric inpatients and outpatients. The department offers a full range of services from general surgery to pediatrics and provides an array of leading-edge techniques, including da Vinci robotic-assisted surgery. **Contact: (516) 632-3940.**



Center for Prostate Health

Staffed by a team of specialty surgeons, radiation oncologists, urologists and urologic oncologists, South Nassau offers comprehensive prostate cancer services, including UroNav Fusion Biopsy — an innovative new technology for more precise and accurate detection of prostate cancer, radical prostatectomy, prostatectomy using the da Vinci® Robotic Surgical System, radiation therapy, brachytherapy, Novalis Tx radiosurgery and active surveillance. **Contact: (516) 632-3350**

Radiation Oncology/ Gamma Knife/ Novalis Tx

South Nassau's team of radiation therapy specialists, including oncologists, therapists, nurses, physicists and support staff, utilize state-of-the-art treatment options including the only Gamma Knife® brain radiosurgery and Novalis Tx™ body radiosurgery systems to treat an array of cancers and other debilitating conditions. **Contact: (516) 632-3370**

Non-Invasive Vascular Lab

Offers comprehensive services, including carotid artery ultrasound; renal artery ultrasound; peripheral ultrasound; pulse volume recordings; ankle brachial indices (ABI) for upper/lower extremities; venous reflux testing; vein mapping; arterial mapping; upper and lower extremity graft surveillance; and velocity waveform studies (spectral analysis). Treatment options include peripheral vascular therapies, such as endovascular repair of aortic aneurysms. **Contact: (516) 632-4204**

Department of Surgery

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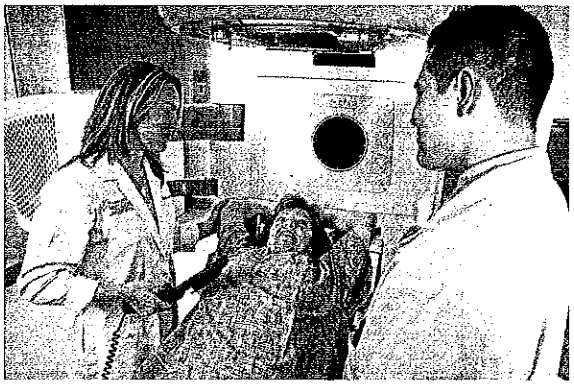

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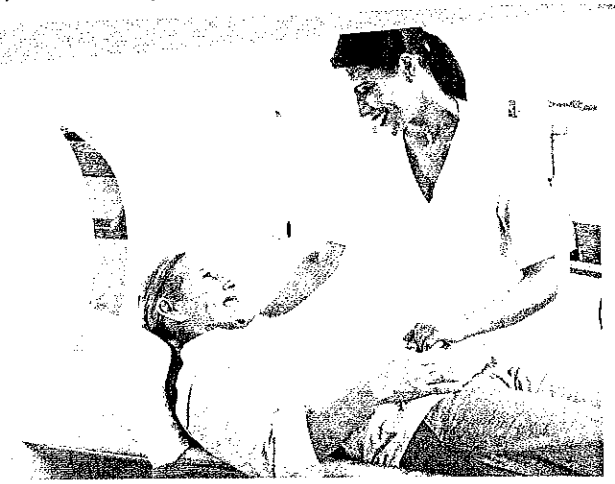
Onsite Services One Healthy Way, Oceanside, NY 11572

Radiological Associates of Long Island, PC (RALI)

Radiology Services are provided at two locations:
One Healthy Way, Oceanside, NY and 185 Merrick Road, Oceanside, NY



The group of radiologists who provide radiology services to South Nassau Communities Hospital and its clinicians and patients is known as Radiological Associates of Long Island, PC (RALI). The group of 12 subspecialty trained, board-certified radiologists specializes in the diagnosis and treatment of medical and surgical issues using advanced imaging including x-ray, computed tomography (CT), magnetic resonance imaging (MRI), positron emission tomography (PET), ultrasound, diagnostic and therapeutic interventional procedures, nuclear medicine including radioisotope treatment of the thyroid, and bone density. Both sites are fully accredited in all modalities by the American College of Radiology. **Contact: (516) 766-6550**

Palliative Care & Geriatric Services

Palliative care (pronounced pal-lee-uh-tiv) is the medical specialty focused on improving overall quality of life for patients and families facing serious illness. Palliative care supports the patient's and family's goals and preferences as they relate to medical treatment. Emphasis is placed on relieving pain and other distressing physical and emotional symptoms that often accompany serious illness through enhanced communication, addressing spiritual needs and improved coordination of care.

Palliative care at South Nassau is provided by a team of professionals with specific expertise and certification, who work in conjunction with your primary doctor. Palliative care is appropriate at any point in a serious illness and can be provided at the same time as treatment that is meant to cure or control a disease or illness. **Contact: (516) 632-4200**

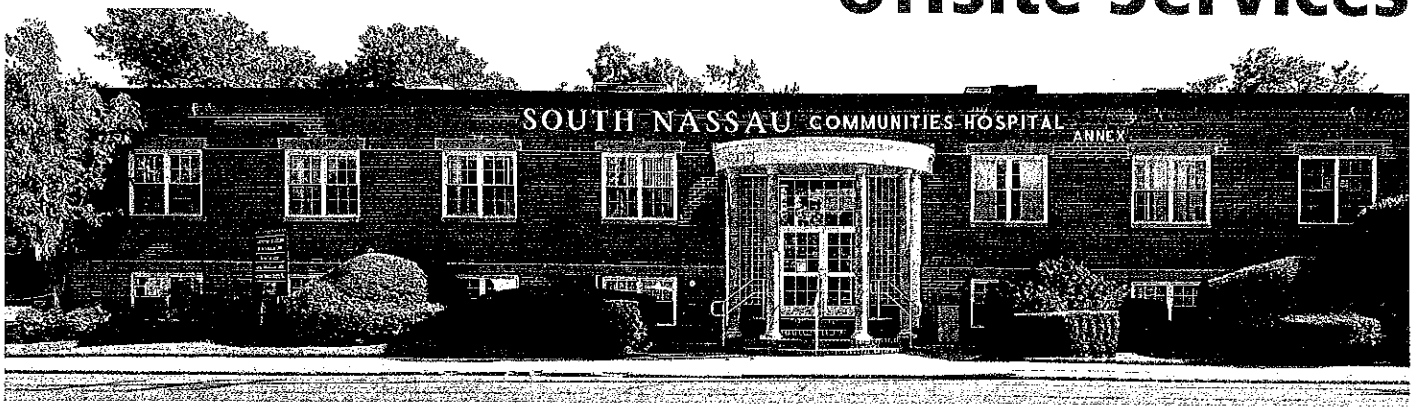
Pain Management Center

Specializes in traditional, complementary and alternative methods for treating acute and chronic pain, including procedures such as nerve block, cryotherapy and radiofrequency thermocoagulation therapy on an inpatient or outpatient basis. **Contact: (516) 764-PAIN (7246)**

Transitional Care

The Transitional Care Unit (TCU) at South Nassau Communities Hospital is for patients whose acute care is complete but who continue to need specialized medical, nursing and rehab services because they are not yet ready for independent living. **Contact: (516) 632-3500**

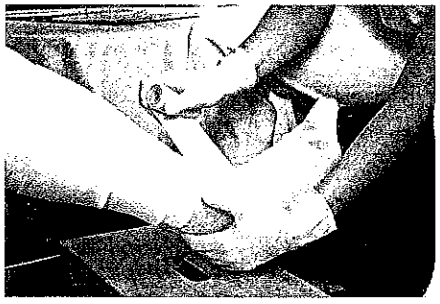
Offsite Services



440 Merrick Road, Oceanside

Center for Women's Imaging

South Nassau Center for Women's Imaging offers comprehensive advanced services and technologies devoted to women's health and breast cancer prevention. We offer 3D mammography for better breast cancer detection than conventional 2D mammograms alone, and same-day results.
Contact: (516) 255-8220



Wound Care Center

Staffed by an interdisciplinary team, the center focuses solely on the treatment of chronic non-healing wounds caused by diabetes, pressure ulcers, peripheral vascular disease and trauma.
Contact: (516) 764-HEAL (4325)

Certified by The Joint Commission for disease-specific care.

The SMART Center

Sports Medicine and Rehabilitation Therapy (SMART) Center provides comprehensive care which includes physical, occupational and speech therapies all under one roof. The center also has one of the area's only amputee walking schools.
Contact: (516) 255-8200

Cardiac Rehabilitation Program

South Nassau's Center for Cardiovascular Health provides a comprehensive, individualized 12-week program of cardiac rehabilitation for people who have had a recent heart attack, heart surgery or have been diagnosed with stable angina. South Nassau also offers pulmonary rehabilitation. **Contact: (516) 255-8280**

Certified by the American Association of Cardiovascular and Pulmonary Rehabilitation.

Offsite Services

2750 Merrick Road, Bellmore

South Nassau Primary Medical Care at Bellmore, P.C.

Offers comprehensive medical services for adults and adolescents, 18 years or older, including primary care, gynecology, cardiology and weight and life management. **Contact: (516) 409-2000**

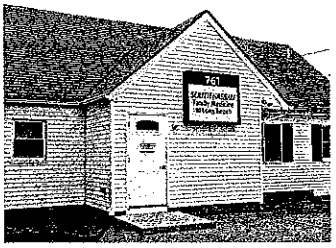
Family Medicine Center

Provides a comprehensive range of services tailored to the individual needs of the patient, from adult medicine and pediatrics, to geriatric and obstetric/gynecologic care, to preventive medicine and urgent health care, regardless of insurance status.

Two Convenient Locations:

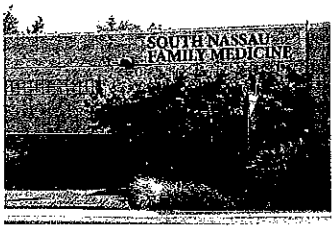
South Nassau FAMILY MEDICINE CENTER at Long Beach

761 Franklin Blvd., Long Beach
(516) 544-2351



South Nassau FAMILY MEDICINE CENTER at Oceanside

196 Merrick Road, Oceanside
(516) 255-8400



3618 Oceanside Road, Oceanside

Outpatient Dialysis Center

Combining advanced medical technology with modern-day amenities, South Nassau's 18-bed state-of-the-art Outpatient Dialysis Center provides expert, compassionate care for people who require hemodialysis. **Contact: (516) 255-8000**

71 Homecrest Court, Oceanside
516-766-6283

Oceanside Counseling Center

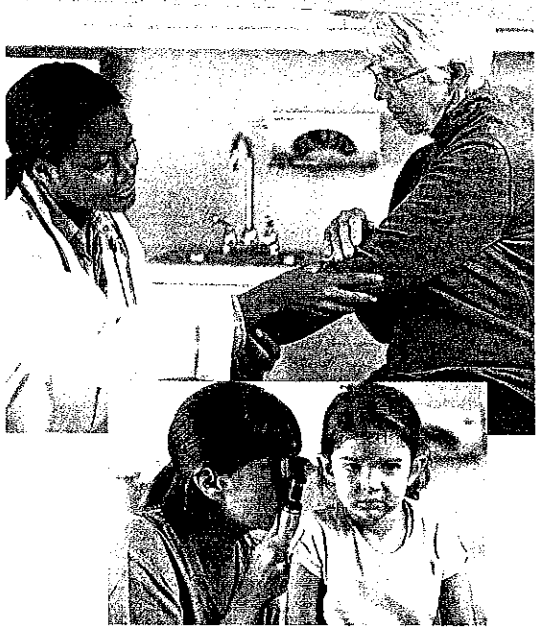
Licensed by New York State, the Center provides supportive, skill-building and rehabilitative services for the treatment of alcohol and drug abuse, as well as other compulsive behaviors.

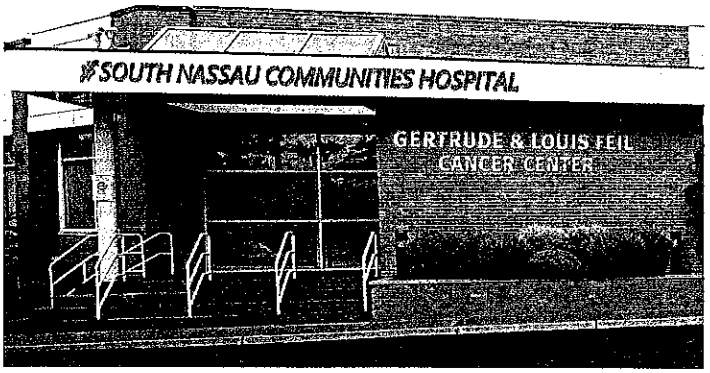
325 E. Bay Drive, at the corner of Monroe Blvd.
Long Beach, NY 11561

South Nassau's Emergency Department at Long Beach

The busiest community hospital emergency room in Nassau County has expanded to open an off-campus Emergency Department in Long Beach. The South Nassau Emergency Department at Long Beach offers patient-centered emergency care that is typical of a hospital-based emergency department.

Our off-campus Emergency Department will be staffed by board-certified, residency-trained emergency medicine physicians – just like our Oceanside location – as well as nurses, nurse practitioners and physicians' assistants who have been specially-trained in emergency medical care. **Contact: (516) 870-1010**





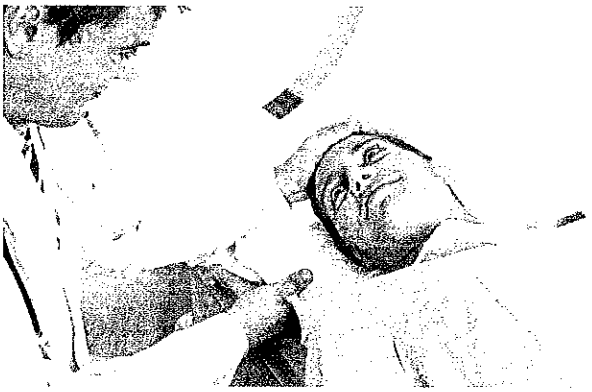
1 South Central Avenue, Valley Stream

The Gertrude & Louis Feil Cancer Center

One of the premier cancer programs in the New York metropolitan area, which includes surgery, chemotherapy and radiation, South Nassau is the only Long Island hospital that offers a combination of Novalis Tx™ body radiosurgery, Gamma Knife® brain radiosurgery and da Vinci® robotic surgery. We are accredited by the American College of Surgeons Commission on Cancer as a Comprehensive Community Cancer Program – and among only thirty percent of hospitals to have received this approval. We have also received the organization's prestigious Outstanding Achievement Award. **Contact: (516) 632-3350**

Commission on Cancer® ACCREDITED PROGRAM

NAP® NATIONAL ACCREDITATION PROGRAM FOR BREAST CENTERS ACCREDITED BREAST CENTER

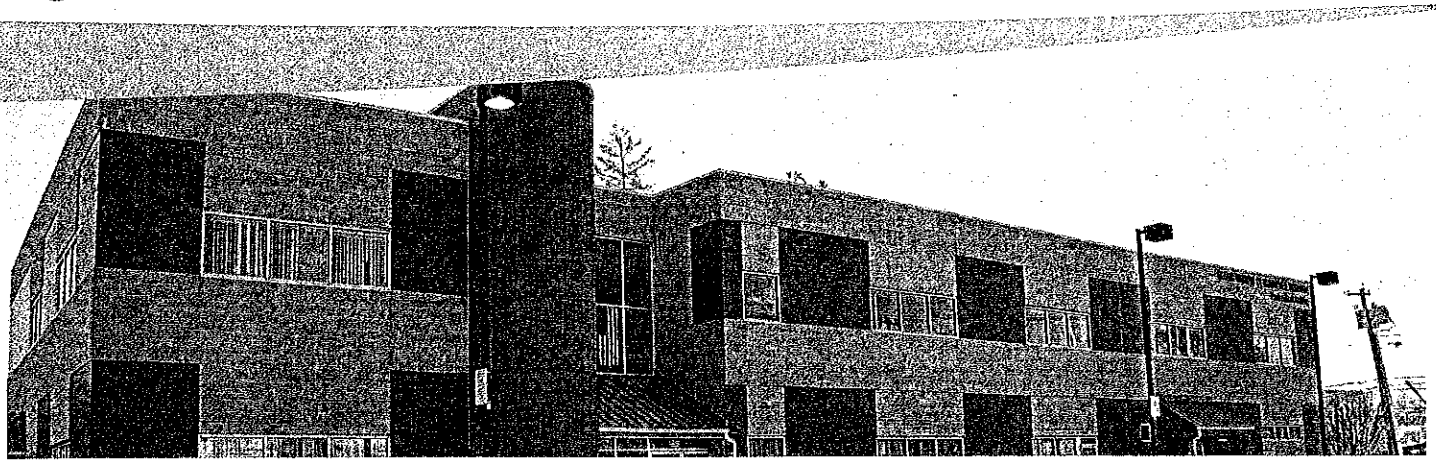


119 North Park Avenue, Suite 101, Rockville Centre

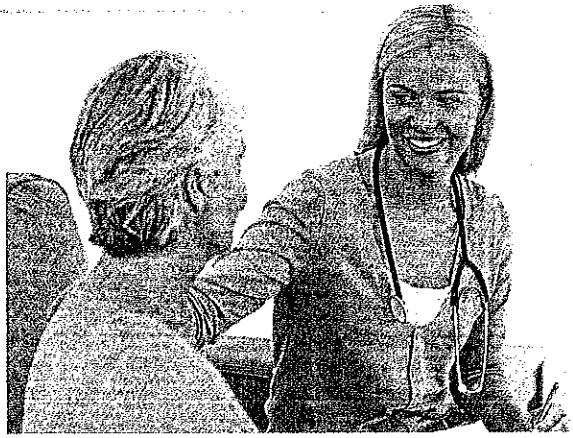
RALI PET of Rockville Centre

Advanced diagnostic imaging – PET and CT scans – can help you get an accurate diagnosis, the key to properly treating injuries and illnesses. The board-certified radiologists at Radiological Associates of Long Island, PC (RALI) are a robust group of subspecialists and expert diagnosticians you can depend on for timely top quality reads and diagnoses.
Contact: (516) 255-9555

Offsite Services



2277 Grand Avenue, Baldwin



Home Health Care

South Nassau's nationally renowned program provides a comprehensive range of personalized home health care services on a short- or long-term basis. South Nassau is accredited by the Joint Commission, licensed by New York State and certified to participate in Medicare, Medicaid and Blue Cross programs.

HomeCare Elite 2015 TOP AGENCY

For the fifth year running, South Nassau Home Care has earned a spot in the prestigious HomeCare Elite™ list of home health providers in the United States. **Contact: (516) 377-5000**

Community Education Program

Offers lectures, support groups, parenting and health education programs that coincide with the monthly National Health Observance Calendar. Prostate and skin cancer screenings, smoking cessation and weight control programs are provided free of charge. **Contact: (516) 377-5333**

Mental Health Counseling Center

Staffed by professionals in psychiatry, psychology, social work and nursing, the center provides counseling and specialized services for many disorders, including depression, anxiety and childhood emotional disturbances. The center also offers a Partial Hospitalization and Intensive Outpatient Program. **Contact: (516) 377-5400**

1420 Broadway, Hewlett

Center for Digestive Disorders and Metabolic Disease

Designated a Center of Excellence by the American Society of Bariatric Surgery, the program offers a complete, comprehensive plan that treats the entire person before, during and after weight-loss surgery. The Center also specializes in the diagnosis and treatment of digestive disorders, including GERD and hiatal hernia. **Contact: (516) 374-8631**

MBSAQIP
METABOLIC AND BARIATRIC SURGERY ACCREDITATION AND QUALITY IMPROVEMENT PROGRAM
ACCREDITED CENTER

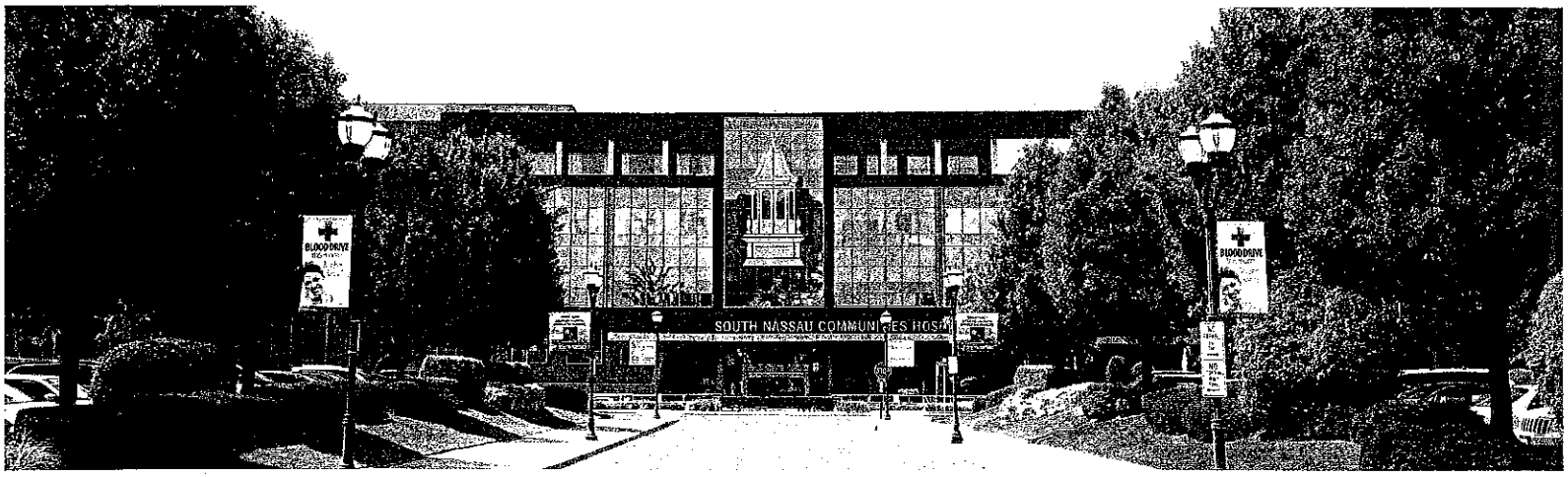
SIBSPlace®

SIBSPlace is a free support program whose goal is to prevent the loss of a normal childhood for children who have a sibling or parent suffering with cancer or other type of life-threatening illness. The only program of its kind in the United States, it is open to children ages 5–17. **Contact: (516) 374-3000**

Center for Sleep Medicine

Specializes in the diagnosis and treatment of sleep disorders in adults, adolescents and children. A *polysomnogram*, or sleep study, is conducted in private, hotel-style accommodations, and a board-certified sleep specialist interprets the study and prescribes treatment, if warranted. **Contact: (516) 374-8830**

AMERICAN ACADEMY OF SLEEP MEDICINE
WAKE
SLEEP
ACCREDITED
MEMBER CENTER



Did You Know...

Commission on Cancer® ACCREDITED PROGRAM

MAGNET RECOGNIZED AMERICAN NURSES CREDENTIALING CENTER

BECKER'S Hospital Review 100 Hospitals with Great Women's Health Programs

The Joint Commission Top Performer on Key Quality Measures® 2013
- Heart Attack
- Heart Failure
- Pneumonia
- Surgical Care

South Nassau Ranks Among The Best Hospitals on Long Island

We are South Nassau Communities Hospital, an award-winning, 455-bed, acute care, not-for-profit teaching hospital located in Oceanside, serving the entire South Shore from the Rockaways in Queens to the Massapequas and beyond. Our commitment to quality care is the reason why South Nassau is the only hospital on Long Island to receive the following combination of honors for quality and service excellence:

- **Top Performer on Key Quality Measures®, according to the Joint Commission on Accreditation of Health Care Facilities**
- **Top Nursing Care, according to the American Nurses Credentialing Center's (ANCC) Magnet® recognition**
- ***Becker's Hospital Review's* 2014 "100 Hospitals with Great Women's Health Programs"**
- **American College of Surgeons' Commission on Cancer's Outstanding Achievement Award**

What do these honors mean to the patients and communities we serve?

As a Joint Commission Top Performer on Key Quality Measures, South Nassau can be counted on for the exemplary use of clinical processes that improve care for the treatment of heart attack, heart failure, pneumonia or patients undergoing surgery.

Many patients judge a hospital at least in part on its interactions with its nursing staff, which typically spends the most time caring for patients. In this area, South Nassau's performance has been nationally recognized for outstanding nursing services by the American Nurses Credentialing Center's Magnet award. Magnet recognition demonstrates that nursing at South Nassau is about great practice, excellence in patient care and attention to overall patient needs.

Becker's Hospital Review recently named South Nassau Communities Hospital to its 2014 listing of "100 Hospitals with Great Women's Health Programs" in the United States. This is the third consecutive year South Nassau has been named to the prestigious list. South Nassau was selected based on its clinical excellence, quality care and awards for women's health services. The list was developed through extensive research and a rigorous review with peer organizations.

South Nassau's cancer program has earned the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award for three consecutive (three-year) survey cycles (2009, 2012, 2015). The Outstanding Achievement Award (OAA) is designed to recognize cancer programs that strive for excellence in demonstrating compliance with the CoC standards and are committed to ensuring high quality cancer care.

These honors join a multitude of others South Nassau has earned for outstanding quality including: Get With The Guidelines Stroke Gold Plus Quality Achievement Award; Joint Commission Advanced Certification for Primary Stroke Centers; and HomeCare Elite™, listing South Nassau's Home Care as one of the top home health care providers in the United States, for the tenth consecutive year.

Like us http://www.facebook.com/SouthNassau • Follow us http://twitter.com/SouthNassau

09/16

Except where noted, models are used in photos and their appearance here is not reflective of a specific disease profile.

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Partial Hospitalization Program**

to be known as: **South Nassau Communities Hospital Partial Hospital Program**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 8:00 a.m. to 4:00 p.m.**

Population Served: **Adults**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632320A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Clinic Treatment Program**

to be known as: **South Nassau Communities Hospital Counseling Center**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Thursday: 8:00 a.m. to 10:00 p.m.**
Friday and Saturday: 8:00 a.m. to 5:00 p.m.

Population Served: **Adults, Adolescents and Children**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632101A**

CERTIFICATE NO. 2950001M

PFI NO. 5726

State of New York
Department of Health
Office of Health Systems Management

EFFECTIVE DATE 08/01/97

SITE SPECIFIC

OPERATING CERTIFICATE

EXPIRATION DATE **NONE**

OUTPATIENT PSYCHIATRIC CLINIC
2277 GRAND AVENUE
BALDWIN NY 11510

OPERATOR VOLUNTARY CORPORATION
SOUTH NASSAU COMMUNITIES HOSPITAL
INC

HAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28 OF THE PUBLIC HEALTH LAW TO OPERATE AN EXTENSION CLINIC AT THE ABOVE SITE FOR THE SERVICE(S) SPECIFIED:

PSYCHIATRIC

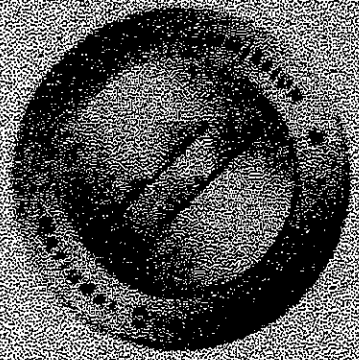
DOH - 2020 (3-95)

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

South Nassau Communities Hospital

Oceanside, NY

has been Accredited by



The Joint Commission

which has reviewed the organization and found it to meet the requirements for the

Behavioral Health Care Accreditation Program

August 8, 2014

Accreditation is continuously valid for up to 39 months

The Joint Commission is an independent, not-for-profit organization that evaluates the safety and quality of health care and other services provided by accredited organizations. Information about accredited organizations may be provided directly by the organization or by The Joint Commission. For more on The Joint Commission, accreditation and the standards, please visit our website at www.jointcommission.org.

AMA

The Joint Commission

September 5, 2014

Richard Murphy
CEO and President
South Nassau Communities Hospital
1 Healthy Way
Oceanside, NY 11572

Joint Commission ID #: 5843
Program: Behavioral Health Care Accreditation
Accreditation Activity: Unannounced Full Event
Accreditation Activity Completed: 08/08/2014

Dear Mr. Murphy:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Behavioral Health Care

This accreditation cycle is effective beginning August 08, 2014. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit Quality Check® on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark Pelletier

Mark G.Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of January 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 an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office"), and (ii) **South Nassau Communities Hospital,** [New York State not-for-profit corporation], having it principal office at One Healthy Way, Oceanside, NY 11572 , (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;

NOW, THEREFORE, in consideration of the premises and mutual covenant contains in this Agreement, the parties agree as follows:

1) Term. The term of this Agreement shall commence on January 1, 2016 and terminate on December 31, 2016 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2) Definitions.
   a. "DMH" refers to the New York State Department of Mental Hygiene.
   b. "OMH" refers to the New York State Office of Mental Health.
   c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
   d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
   e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
   f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
   g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:

   a. Operation.

      i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.

      ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.

   b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:

4) Payment.

   a. Consideration.

      i. Agreement Year. The maximum amount that the County shall pay under this Agreement during the Agreement Year (the "Agreement Year Maximum Amount") shall not exceed **One Hundred Thousand dollars ($100,000)** to be paid as follows:

         1. One third (⅓) if the Agreement Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
         2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
         3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (¼) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

   b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) 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 Office 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 Office 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 (10^{th}) 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 government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

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 this Agreement.

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

Funding Source	**CODE**	**2016 CONTRACT**
Local Assistance	001A	$100,000
Total		*$100,000*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.

h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.

i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31st of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31st of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

j. 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 of this Agreement, the Contractor shall file with the Office, induplicate, 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 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.

k. 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 service 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.

l. 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 rate to reflect that portion of a calendar year during which this Agreement is not effective.

m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:
    i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.

iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.

iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.

5) 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 "Contract 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, corporation and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) 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.

7) 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 Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified 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 statues, 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 1-20006, 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 break 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 or 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.

d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.

8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. 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, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.

d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:
   i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
   ii. The rendering of services to adults and children under appropriate professional direction;
   iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
   iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
   v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
   vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
   vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
   viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
   ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: Á funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".

xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hurt sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.

e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification: Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 the 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 Office 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 Contractor Agent in connection with this Agreement.

d. The provisions of this Section shall survive termination of this Agreement.

10) 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 ("Worker's 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 Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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. 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 coverage 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.

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/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 "Clause" 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (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, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall 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), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) Accounting Procedures; Records.

a. 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, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement 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 1-122, "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 Office, 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 "Authorized Persons").

b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.

c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.

d. Audit Requirement for Recipients of Federal Block Grant Funds.
   i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
      1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
      2. All material terms and conditions of Block Grant regulations and guidelines.
      3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
      4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
      5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than $300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
   ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
   iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.

v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

e. The provisions of this Section shall survive the termination of this Agreement.

14) Acquisition of Equipment, Supplies and Materials; Inventory.

a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:

i. If the purchase is for less than $500, the Contractor will select a reliable vendor at a reasonable price.

ii. If the purchase is for an amount of $500 - $5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to $1,500 as long as the successful quote is in writing. Additional, if the purchase is over $1,500, the Contractor shall obtain the written approval of the County prior to purchase.

iii. If the purchase is for an amount greater than $5,000, the Contract shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.

iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.

b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

c. 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 Authorized Persons.

d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.

e. 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 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 Office 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 or 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 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 and provision of Services 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, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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 Office, to the attention of the Commissioner at the address specified above for the Office, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) 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 person or address 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 any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 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) This Agreement represents the full and entire understanding and agreement between the parties regarding the subject matter hereof and supersedes all prior agreements (written and/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 New York State and/or federal governments, then beyond funds available to the County from the New York State and/or federal governments.

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

South Nassau Communities Hospital

By: W M E M

Name: William E. Allison

Title: Senior Vice President and COO

Date: 11/11/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive .

☐ Title: Deputy County Executive .

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of January in the year 2017 before me personally came William E. Allison 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 SVP & COO of South Nassau Communities Hospital, 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.

Cynthia A. Gentile

NOTARY PUBLIC

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

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
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **South Nassau Communities Hospital.** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy,dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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11.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY	**South Nassau Communities Hospital**
By:_____	By: William E. Allison
Print Name:_____	Print Name: William E. Allison
Title: _____	Title: Senior VP & COO
Date:_____	Date: 1/11/19

APPENDIX A – PROGRAM NARRATIVE 2016
BEHAVIORAL HEALTH SERVICES

Agency Name: South Nassau Communities Hospital

Agency Address: 2277 Grand Ave Baldwin NY 11510

Agency Contact Person: Janet Kahn-Scolaro, PhD Telephone: 516 377-5400

Program Name: Mental Health Counseling Center

OASAS/OMH/OPWDD Program Type: Mental Health Outpatient Clinic

OASAS/OMH/OPWDD Program Code: 2100

Funding Source Code: 001A

1. PROGRAM DESCRIPTION

A. Overall Mission: All behavioral health services provided by South Nassau Communities Hospital are in keeping with the value of the strength of the person, the family and the community in which they live. Treatment interventions are guided by a strength based, solution focused perspective. Services are provided in a respectful manner designed to enhance the person's innate healing capabilities and bring them back to their optimal level of wellness.

B. Program Objectives and Services Provided: To provide evidenced based individual, group, family, and child psychotherapy. In addition, provide effective psychopharmacology services to those patients that can benefit from medication to help manage their symptoms.

C. Target Population(s) Served: Patients age 5 and up with diagnosable psychiatric conditions. Special consideration is given to patients coming from inpatient psychiatric unit, ED or partial hospital or those that are in crisis. In addition patients who reside in the areas surrounding the center Freeport, Baldwin, Oceanside, Rockville Centre, Roosevelt, Merrick, Lynbrook, Island Park, and Long Beach are also given consideration.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs):
MSSI _ SA for every applicant

B. Please indicate which program objective(s) will be addressed in 2016:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
__X___ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
___X_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____
_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
____X Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
_____ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis? ___10-15%_____

E. What percentage of your population is maintained on psychotropic medications? _____70-80%_____

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A.	Program Services	2016 Proposed
	Average Daily Census	160
	Average # of Clients Served per Month	1200
	Annualized Unduplicated # of Clients Served	2240
	Units of Service	38,000
	Units of Service (CFR)	
	Total Direct Care Service Hours	29,000
B.	Specialty Count (MH Programs)	
	Face-to-Face Contact	40,000
	Phone Contact with Client	unk
	Number of Trainings/Forums	25
	Average # of Attendees Training/Forum	approx 25

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

In 2016, a pilot program will commence. A random selection of patients in the mental health center will be screened with the BASIS 24. Outcomes of treatment at 12 weeks will be measured with a before and after administration with significant change in symptoms (0.32) expected.

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The availability of services in a timely fashion continues to be one of the most important factors in avoiding use of emergency psychiatric facilities. SNCH will monitor wait times for priority patients. We will track

1. Availability of same day appointment for screening - Goal is 100% availability when needed
2. Wait times for priority patients. Goal is appointment in under 3 days from discharge.

5. STAFFING

POSITION TYPE		FTE 2016 BUDGETED
Social Worker		19
Program Coordinator		4
Family Therapist		
Psychiatrist		5.8
Director		1
Office Manager		1
Receptionist		3.34
Clerical		8
Contract Specialist		
Other (specify)psychologist Activities therapist		1 .17
NP Manager		1 2

6. FISCAL SUMMARY 2015

	2015 Actual	2016 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		
Net Cost		
State Funding	**25,000**	**50,000**
County Funding*	**25,000**	**50,000**
Agency Contribution (LA only)		
Total Deficit Funding		
Surplus (or Deficit)		

APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.

2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.

3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.

4. Reconciliation will be based on the following calculations:

a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.

b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.

5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:

a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.

b. In no event shall expenditures exceed that amount specified in the Budget.

c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:

1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.

6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

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:

William E. Allison (Name)
1 Healthy Way Oceanside, NY 11572 (Address)
516-632-3939 (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.

Jan 11, 2017
Dated

WM E CM
Signature of Chief Executive Officer

William E. Allison
Name of Chief Executive Officer

Sworn to before me this
11th day of January, 2017.

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # 2016 0

Contract Name: South Nassau Communities Hospital

Program Name: Mental Health Counseling Center

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
Work on Salary and Fringe	1a	Salary	$4,883,862
	1b	Fringe	$1,023,999
	1 Total	Personnel (Salary plus Fringe)	$5,907,861
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$4,514
Work on Line 4	4	Equipment	$2,186
Work on Line 5	5	Supplies	$22,989
Work on Line 6	6	Contractual Services	$123,704
Work on Line 7	7	Rent/Utilities	$339,037
Work on Line 8	8	Department Specific Costs	$188,068
Work on Line 9	9	Other Costs	$1,774
Work on Line 10	10	Administrative Overhead	$902,085
		Gross Expenditures (Lines 1 – 10)	$7,492,218
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$6,891,798
		Net Budget Total (Lines 1 – 10 minus line 11)	$600,420
Agency Contribution		Agency Contribution / Non - Funded	$500,420
		Net Contract Total (Net Budget Total minus Agency Contribution)	$100,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

EDWARD P. MANGANO
COUNTY EXECUTIVE

LISA A. MURPHY
COMMISSIONER

JAMES R. DOLAN, Jr., D.S.W., L.C.S.W.
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: 516.227.7057 Fax: 516.227.7079

2016 Refunding Certification

Provider:	South Nassau Communities Hospital	
Address:	2277 Grand Avenue, Baldwin, NY 11516	
Program Type:	Clinic Treatment	
Program Liaison:	Diana Johnson	
OMH/OASAS/OPWDD Licensed:		Yes
NCOMHCDDDS Reviewed Within Past 12 Months:		Yes
Date Reviewed:	11/19/2015	
Performance Outcomes Reviewed:	Reviewed 2 charts (1 open and 1 closed)	
Overall Rating:	Satisfactory	
Funding Recommended for Contract Year 2016:		Yes

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, or OASAS, or OPWDD and Nassau County funding requirements.

Signed: _____
Director of Community Services

Date: 12/17/15

E-36-17
ADDITIONAL INFORMATION

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: Leventhal, Mullaney & Blinkoff, LLP

Dated: December 19, 2016

Signed:

Print Name: Steven G. Leventhal

Title: Managing Partner

2017 FEB 17 A 10:18

NASSAU COUNTY ATTORNEY

Rev. 12-2015

Contract ID#: CQTV16000013

Department: Traffic & Parking Violations Agency

E-38-17 ncwcb

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CLTV17000012 **NIFS Entry Date: 1/3/2017** **Term: 02/01/16 to 01/31/18**

New ☐ Renewal	X
Amendment #1	X
Time Extension	☐
Addl. Funds	X
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: **Elizabeth D. Pessala**	Vendor ID#: [redacted]	Department Contact: **John G. Marks**	
Address: [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)*	☑ ☑	1/12/17	John M Marks	
	OMB	*NIFS Approval*	☑	1/30/17	William Gee	Yes ☐ No ☐ Not required if blanket resolution
2/2/17	County Attorney	*CA RE & Insurance Verification*	☑	2/2/17	[illegible]	
2/2/17	County Attorney	*CA Approval as to form*	☑	2/2/17	[illegible]	
2/2/17	Legislative Affairs	*Fw'd Original Contract to CA*	☐	2/2/17	[illegible]	
	Rules ☐/ Leg. ☐		☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval*	☐			
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
	Deputy County Exec.		☐			

PR5254 (1/05)

Contract ID#: CQTV16000013

Department: Traffic & Parking Violations Agency

Contract Summary

Description: Contract Amendment #1 to exercise one-year renewal option and encumber funds.

Purpose:
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. The Contractor's 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.

Method of Procurement:
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. The Contractor's 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.

Procurement History:
Contractor has been a sitting Associate Village Court Justice from 1995 – present and a JHO at TPVA since 2012.

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 an additional $21,000.00 to be added to the original contract amount of $21,000.00 for a total of $42,000.00 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:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$ 21,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 21,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 21,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 21,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Irene M. Higgins** **Date:** **Jan. 3, 2017**

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 (1/05)

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ELIZABETH D. PESSALA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Elizabeth D. Pessala 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 Elizabeth D. Pessala.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: ELIZABETH D. PESSALA

2. Dollar amount requiring NIFA approval: $ 0.00

Amount to be encumbered: $ 21,000.00

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: 2/1/2016-1/31/18

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 and also renders 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 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:

CQTV16000013 - $21,000.00 encumbered in 2016.

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 D'Allen — 1/31/17

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.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/06/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:08 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	10,046,201	10,046,201		10,046,201
	DE505	SYSTEMS &	72,495	72,495		72,495
		EXP TOTAL	14,430,181	14,430,181	68,383	14,361,798
		REV - EXP	49,550,134	49,550,134	-68,383	-49,618,517

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: ELIZABETH D. PESSALA

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 _____. 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. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on May 19, 2016. 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: 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). **[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: **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

1/12/17
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.***

ELIZABETH D. PESSALA ✓
235 LINCOLN PLACE
WESTBURY, NY 11590

DATE: **January 30, 2017**

SUBJECT: **Statement of Material Changes of Prior Submitted Disclosure Forms**

In submission with my contract option to renew for an additional year, I confirm that there have been no material changes to the following disclosure forms I submitted with my original contract:

Principal Questionnaire
Business History Form
Consultant's Contractor's and Vendor's Disclosure Form
Exhibit A – Nassau County Political Campaign Contribution Disclosure Form
Exhibit B – Nassau County Lobbyist Registration Statement

Elizabeth Pessala
Printed Name

Elizabeth D Pessala
Signature

Redacted

Judge Pessolo

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: 2/15/17

Vendor: Elizabeth D Pessala

Signed: Elizabeth D. Pessala

Print Name: Elizabeth D. Pessala

Title: JHO

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):

Not applicable

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.**

No activity

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

No lobbyist activities

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?

not applicable

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: 2/15/17

Signed: Elizabeth D Pessala

Print Name: Elizabeth D. Pessala

Title: JHO

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 Elizabeth D. Pessala
   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 ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Independent Contractor

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 ___ 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 X NO ___
If Yes, provide details. Nassau County TPVA 2013-16
Nassau County Human Rights Comm. 2013-15

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, Elizabeth D. Pessala, 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 February 2017

Nicole Mastrandrea
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

Elizabeth D. Pessala
Print name

Elizabeth D Pessala
Signature

JHO
Title

2 / 15 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Elizabeth D. Pessala

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 Indep 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 - 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.

N/A - 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 - 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

(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: 2/15/17

Signed: Elizabeth D Pessala

Print Name: Elizabeth D. Pessala

Title: JHU

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: ~~4-1-2016~~ 1/15/17 EDP

1) Proposer's Legal Name: Elizabeth D. Pessala

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): _____

Phone [redacted]

Does the business own or rent its facilities? N/A

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____ — [redacted]

6) The proposer is a (check one): X Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) Independent Contractor

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: _____

Elizabeth D. Pessala

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

E. D. Pessala

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.

due diligence and disclosure

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 TPVA

Contact Person Hon. John Marks

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company Village of Westbury

Contact Person Mayor Peter Cavallaro

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address

[redacted]

Company U.S. District Court Eastern District

Contact Person Hon. Joanna Seybert

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, Elizabeth D. Pessala 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 15th day of February 2017

Nicole M Mastrandrea
Notary Public

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285193
Qualified in Nassau County
Commission Expires July 1, 2017

Hearing Officer
Name of submitting business

Elizabeth D. Pessala
Print name

Elizabeth D Pessala
Signature

JHO
Title

2 / 15 / 17
Date

AMENDMENT #1

AMENDMENT, dated as of January 3, 2017 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 Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) Elizabeth D. Pessala, having her principal office at 235 Lincoln Place, Westbury, New York, 11590, (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQTV16000013 between the County and the Contractor, executed on behalf of the County on May 19, 2016 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from February 1, 2016 through January 31, 2017 with the county in its sole discretion, having the option to renew for a one-year period. It now wishes to exercise that option to renew for one year terminating on January 31, 2018;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-One Thousand dollars ($21,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be January 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-One Thousand Dollars ($21,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-Two Thousand dollars ($42,000.00) ("Amended Maximum Amount").

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 Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ELIZABETH D. PESSALA

By: Elizabeth D Pessala
Name: Elizabeth D. Pessala
Title: Judicial Hearing Officer
Date: 1/3/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 3rd day of JANUARY in the year 2017 before me personally came Elizabeth D. Pessolo to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

Jillian Muñoz

NOTARY PUBLIC

JILLIAN ALICIA MUÑOZ
NOTARY PUBLIC STATE OF NEW YORK
SUFFOLK COUNTY LIC. #01MU6223984
COMM EXP. 6/1/2020

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 resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____

NOTARY PUBLIC

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 6, 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) Elizabeth D. Pessala, having her 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 February 1, 2016 and terminate on January 31, 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 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 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 Twenty One Thousand dollars ($21,000) 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 Agenc

(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.

ELIZABETH D. PESSALA

By: Elizabeth D Pessala
Name: Elizabeth D. Pessala
Title: Judicial Hearing Officer
Date: 1/6/16

NASSAU COUNTY

By:
Name: Charles Richard
Title: Deputy County Executive
Date: 5/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of JANUARY in the year 2016 before me personally came Elizabeth D. Pessala 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 individual described herein and which executed the above instrument.

Mircea Mastrandrea

NOTARY PUBLIC

NICOLE M MASTRANDREA
Notary Public, State of New York
No. 01MA6285133
Qualified in Nassau County
Commission Expires July 1, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19th day of May in the year 2016 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 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.

Samantha Goetz

NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275990
STATE OF NEW YORK

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: ELIZABETH D. PESSALA

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.

E·77·16

RULES RESOLUTION NO. 98 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 ELIZABETH D. PESSALA.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/25/16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Elizabeth D. Pessala 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 Elizabeth D. Pessala.

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 Judge Elizabeth D. Pessala possesses special skills that qualify her 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: 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 Judge Elizabeth D. Pessala possesses special skills that qualify her to be appointed without the competitive bidding process.

Contract ID#: CQTV16000008

Department: Traffic & Parking Violations Agency

E-40-17 NCNCD

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: CLTV17000007 **NIFS Entry Date:** 1/3/2017 **Term:** from 01/01/16 – 12/31/17

New ☐ Renewal	X
Amendment #1	X
Time Extension	☐
Addl. Funds	X
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 **Allen S. Mathers**	Vendor ID# [redacted]	Department Contact **John G. Marks**	
Address [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 & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☑	1/12/17	John G. Marks	
	OMB	*NIFS Approval*	☑	2/2/17	William Goetz	Yes ☐ No ☐ Not required if blanket resolution
2/2/17	County Attorney	*CA RE & Insurance Verification*	☑	2/2/17	L.Q.P. L.G.	
2/2/17	County Attorney	*CA Approval as to form*	☑	2/2/17	L.Q.P. L.G.	
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval*	☐			
	Comptroller	*NIFS Approval*	☐			
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐			
	Chief Dep.Cty.Exec.		☐			
	Deputy County Exec.		☐			

PR5254 (1/05)

Contract ID#: CQTV16000008

Department: Traffic & Parking Violations Agency

Contract Summary

Description: 2017 Contract Amendment #1 to exercise one-year renewal option and to encumber funds.
Purpose: **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. The Contractor's 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.**
Method of Procurement: **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 Executive Director recommends the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, after approval from the Judiciary Committee of the Nassau County Bar Association, 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.**
Procurement History: **Contractor has served as a sitting Village Court Justice in Garden City since 1995 and has been a JHO at TPVA since 2005.**
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 an additional $24,000.00 to be added to the original contract amount of $24,000.00 for a total of $48,000.00 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:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$ XXXX
County	$24,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$24,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE500	$ 24,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$ 24,000.00**

Document Prepared By: Irene M. Higgins **Date:** Jan. 3, 2017

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 #:**

RULES RESOLUTION NO. -- 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ALLEN S. MATHERS.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Allen S. Mathers 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 Allen S. Mathers.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: ALLEN S. MATHERS

2. Dollar amount requiring NIFA approval: $ $0.00

Amount to be encumbered: $ 24,000.00

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: 1/1/2016-12/31/17

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 and also renders 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 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:

CQTV16000008 - $24,000.00 encumbered in 2016.

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 — 1/31/17

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.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 01/06/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 11:08 AM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 01 2017 JAN 2017
INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
ORGANIZATION :
CHARAC / OBJECT :
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DE500	MISCELLANE	10,046,201	10,046,201		10,046,201
	DE505	SYSTEMS &	72,495	72,495		72,495
		EXP TOTAL	14,430,181	14,430,181	68,383	14,361,798
		REV - EXP	49,550,134	49,550,134	-68,383	-49,618,517

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

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: ALLEN S. MATHERS

CONTRACTOR ADDRESS: [redacted]
11530

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. [X] This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on May 19, 2016. 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: 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).**[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. [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: **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

1/12/17
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.***

Allen S. Mathers ✓

Attorney at Law

111 Cherry Valley Avenue (#516), Garden City, NY 11530

516-946-4567

DATE: January 26, 2017

SUBJECT: Statement of Material Changes of Prior Submitted Disclosure Forms

In submission with my contract option to renew for an additional year, I confirm that there have been no material changes to the following disclosure forms I submitted with my original contract:

Principal Questionnaire

Business History Form

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

Exhibit A –

Nassau County Political Campaign Contribution Disclosure Form

Exhibit B –

Nassau County Lobbyist Registration Statement

Allen S. Mathers

Printed Name

Signature

HON. ALLEN S. MATHERS

Redacted

Judge Mathis

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 - 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: 2/8/17

Vendor: ALLEN S. MATHERS

Signed: Allen S. Mathers

Print Name: ALLEN S. MATHERS

Title: SVP

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.

NOT APPLICABLE - NOT A LOBBYIST - NONE

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

NOT APPLICABLE

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?

NOT APPLICABLE

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: 2/8/17

Signed: [signature]

Print Name: ALLEN S. MATHEWS

Title: SELF

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 ALLEN S. MATHERS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   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 ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___ NONE
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) ATTORNEY – SELF

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 ___ 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, Allen S. Mathers, 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 8th day of February 20 17

Notary Public

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified In Suffolk County
My Commission Expires 1-3-2019

Allen S. Mathers
Name of submitting business

Allen S. Mathers
Print name

Signature

SVP
Title

2/8/17
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: 2/8/17

1) Proposer's Legal Name: ALLEN S. MATHERS

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): —

Phone : [redacted]

Does the business own or rent its facilities? [redacted]

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 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 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 HAVE NO EMPLOYEES - IT IS MYSELF AND I AM GOVERNED BY THE OFFICE OF COURT ADMINISTRATION OF THE STATE OF NY AND BOUND BY THE JUDICIAL CODE OF CONDUCT AND OF ETHICS TO REPORT MYSELF!!!

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; PASSED BAR 1974

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; ME

iv) State of incorporation (if applicable); NOT INCORPORATED

v) The number of employees in the firm; ME

vi) Annual revenue of firm; 20,000 +-

vii) Summary of relevant accomplishments PRESIDENT, NASSAU COUNTY MAGISTRATES ASSOCIATION

viii) Copies of all state and local licenses and permits. BAR ADMISSION - 2ND DEPT - REGISTRATION NUMBER-1450204

B. Indicate number of years in business. 42 YEARS ATTORNEY - JUDGE 22 YEARS

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. MADE WORKED IN THIS CAPACITY 10+ YEARS AS A JUDICIAL HEARING OFFICER

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 RALPH SAZZI, VILLAGE ADMINISTRATOR VILLAGE OF GARDEN CITY

Contact Person _____

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address [redacted]

Company JOHN MARKS - NASSAU COUNTY TPWA

Contact Person EXECUTIVE DIRECTOR

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

[redacted]

Company PAUL MARGIOTTA - SUFFOLK COUNTY TPWA

Contact Person EXECUTIVE DIRECTOR

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

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, Allen S. Mathews, 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 8 day of February 2017

JACKLYN ANNE MARGOSIAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6233664
Qualified in Suffolk County
My Commission Expires 1-3-2019

Notary Public

Name of submitting business: Allen S. Mathews

By: Allen S. Mathews
Print name

Allen S. Mathews
Signature

SVP
Title

2/8/17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: ALLEN S. MATHERS

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Numbe[redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____SELF____Other (specify) INDEPENDENT CONTRACTOR

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 - NO ENTITY - JUST ME / 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.

SEE #4 ABOVE. ONLY ME, NO ENTITY. / 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):

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: 2/8/17

Signed: [signature]

Print Name: ALLEN S. MATHERS

Title: SELF

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 #1

AMENDMENT, dated as of December 16, 2016 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 Traffic and Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, NY 11550, and (ii) Allen S. Mathers, having his principal office at 111 Cherry Valley Ave. #516, Garden City, New York, 11530, (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQTV16000008 between the County and the Contractor, executed on behalf of the County on May 19, 2016 (the "Original Agreement"), the Contractor performs certain services for the County in connection with the requirements of section 1690 of the Vehicle and Traffic Law to conduct hearings relative to parking and traffic violations, which services are more fully described in the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from January 1, 2016 through December 31, 2016 with the county in its sole discretion, having the option to renew for a one-year period. It now wishes to exercise that option to renew for one year terminating on December 31, 2017;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand dollars ($24,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one year so that the Termination date of the Original Agreement as amended by this first Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-Four Thousand dollars (24,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Forty-Eight Thousand dollars ($48,000.00) ("Amended Maximum Amount").

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 Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ALLEN S. MATHERS

By: _____
Name: Allen S. Mathers
Title: Judicial Hearing Officer
Date: 12-16-16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

ss.:

COUNTY OF NASSAU

On the 16th day of December in the year 2016 before me personally came Allen S. Mathus to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the individual described herein and executed the above instrument.

NOTARY PUBLIC

Notary Public, State of New York
No. 01[illegible]6
Qualified in Nassau County
Commission Expires March 30, 2019

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 resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

George Maragos
Comptroller

PRIOR CONTRACT

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: ALLEN S. MATHERS

CONTRACTOR ADDRESS: [redacted]
11530

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

2/2/16

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.

E-80-16

RULES RESOLUTION NO. 84 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 ALLEN S. MATHERS.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4-11-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Allen S. Mathers 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 Allen S. Mathers.

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 Judge Allen S. Mathers 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 Judge Allen S. Mathers possesses special skills that qualify him to be appointed without the competitive bidding process. Judge Mathers has been providing this service for us since 2005 and is efficient and more than competent in his ability to reduce our case load and to determine cases.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of December 28, 2015 (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) Allen S. Mathers, having his principal office at 111 Cherry Valley Avenue #516, Garden City, New York 11530, (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 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 Twenty Four Thousand dollars ($24,000) 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 Agenc

(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.

ALLEN S. MATHERS

By: _____
Name: Allen S. Mathers
Title: Judicial Hearing Officer
Date: 12/28/15

NASSAU COUNTY

By: _____
Name: Charles Ribustello
Title: Deputy County Executive
Date: 5/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 28th day of December in the year 2015 before me personally came Allen S. Mathers 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 individual described herein and which executed the above instrument.

Marie Ingellis
NOTARY PUBLIC

NOTARY PUBLIC
MARIE INGELLIS
01IN6017890
EXP. 12-21-18
STATE OF NEW YORK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of May in the year 2016 before me personally came Charles Ribardo 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.

Samantha Goetz
NOTARY PUBLIC

SAMANTHA ASHLEY GOETZ
NOTARY PUBLIC
Exp. February 04, 2017
NASSAU COUNTY
No. 01GO6275980
STATE OF NEW YORK