



Certified:

**E-20-21**

Filed with the Clerk of the  
Nassau County Legislature  
January 22, 2021 3:29pm

**NIFS ID:CLTR20000002 Department: Treasurer**

**Capital:**

SERVICE: EXTEND TIME ON COLLECTION SERVICES

Contract ID #:CQTR16000001

NIFS Entry Date: 13-AUG-20

Term: from 19-JAN-20 to 18-JAN-22

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>GILA LCC d/b/a MUNICIPAL SERVICES BUREAU</b>	Vendor ID#: <b>7452605908</b>
Address: 8325 TUSCANY WAY BUILDING 4 AUSTIN, TX 78754	Contact Person: BEVERLY WEATHERFORD
	Phone: 512-323-4321

<b>Department:</b>
Contact Name: LISA ENELLA
Address: 1 WEST STREET MINEOLA, NY 11501
Phone:

## Routing Slip

Department	NIFS Entry: X	13-AUG-20 -- LENELLA
Department	NIFS Approval: X	14-JAN-21 -- RFERNANDO
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-JAN-21 -- CNOLAN
OMB	NIFS Approval: X	14-JAN-21 -- JNOGID
County Atty.	Insurance Verification: X	14-JAN-21 -- AAMATO

County Atty.	Approval to Form: X	14-JAN-21 -- PGALLAGHER
CPO	Approval: X	14-JAN-21 -- KOHAGENCE
DCEC	Approval: X	15-JAN-21 -- JCHIARA
Dep. CE	Approval: X	14-JAN-21 -- RORLANDO
Leg. Affairs	Approval/Review: X	22-JAN-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> This is an amendment to exercise the remaining renewal options for collection of uncollected debts.
<b>Method of Procurement:</b> RFP was issued 1/20/2016 - advertised in Newsday, on industry websites, e-mailed to interested parties and published on the County procurement websites
<b>Procurement History:</b> RFP - five proposals were received and evaluated on 2/19/2016. Gila LLC was awarded the contract as the highest-ranking proposer
<b>Description of General Provisions:</b> Gila LCC shall continue to provide debt collection services to Nassau County. The services include, but are not limited to, collection of non-payment of hotel-motel tax, sums owed to the County related to asset forfeiture and restitution cases, fees for labor used to enforce consumer protection laws, and providing skip tracing for the purpose of locating defendants and judgement debtors
<b>Impact on Funding / Price Analysis:</b> This is a revenue contract. Gila LLC shall received seventeen and a half percent (17.5%) of the amount recovered by Gila LLC on accounts referred by the County having a balance of \$400 or greater; and eighteen and a half percent (18.5%) of accounts referred to by the County having a balance of \$399.99 or less. In the event the County authorizes the commencement of legal action, twenty-four and a half percent (24.5%) of the amount recovered after the commencement of legal action by the County-approved attorney shall be paid to Gila LLC
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TRGEN1100					
Control:		Revenue	X	04	TRGEN1100	\$ 150,000.00
Resp:		Contract:			DE500	\$ 0.00
Object:	DE500	County	\$ 150,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 150,000.00</b>		<b>TOTAL</b>	<b>\$ 150,000.00</b>
<b>RENEWAL</b>						

% Increase				
% Decrease				

RULES RESOLUTION NO. – 2021

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 TREASURER,  
AND GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

WHEREAS, the County has negotiated an amendment to a personal services agreement with Gila LLC d/b/a Municipal Services Bureau (“Gila”) for debt collection 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 said amendment with Gila.



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

**1. Vendor:** GILA LLC

**2. Dollar amount requiring NIFA approval:** \$150000

**Amount to be encumbered:** \$150000

This is a 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:** 1/19/20 - 1/18/22

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: Existing vendor - extending contract for 2 one year periods

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

TO EXTEND ORIGINAL CONTRACT THAT EXPIRED JANUARY 18, 2022

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**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:**

Contract ID	Date	Amount

## 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.

CNOLAN

14-JAN-21

**Authenticated User**

**Date**

## 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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**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.**

Jack Schnirman  
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:** GILA LLC

**CONTRACTOR ADDRESS:** 8325 TUSCANY WAY - BUILDING 4, AUSTIN, TX 78754

**FEDERAL TAX ID #:** 7452605908

**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 JANUARY 19, 2020 [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.

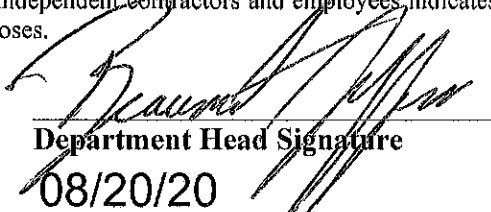
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

08/20/20

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.

## 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: 03/12/2020

1) Proposer's Legal Name: Gila LLC d/b/a Municipal Services Bureau

2) Address of Place of Business: 8325 Tuscany Way, Bldg. 4

City: Austin State/Province/Territory: TX Zip/Postal Code: 78660

Country: US

3) Mailing Address (if different): NA

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (512) 371-9995

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 786438200

5) Federal I.D. Number: 74-2605908

6) The proposer is a: Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Gila LLC (d/b/a Municipal Services Bureau) is a wholly owned subsidiary of ORG Gila, LLC which owns 100%

of Gila LLC. Asset Performance Group, LLC (a Navient Corporation wholly owned subsidiary) purchased ORG Gila, LLC in February 2015 and owns the majority of interests (>97%). Gila LLC has all authorities to operate business under such name and will continue to do so. Gila LLC is a separate and distinct legal entity.

- 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, an explanation of the circumstances and corrective action taken.

- 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, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

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 arises, we shall notify 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

05/02/1991

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

N/A

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

1 File(s) Uploaded: Gila LLC Officers.pdf

- iv) State of incorporation (if applicable);

TX

- v) The number of employees in the firm;

135

- vi) Annual revenue of firm;

27000000

- vii) Summary of relevant accomplishments

N/A

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

B. Indicate number of years in business.

29

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

N/A

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

Company	Superior Court of California, County of San Joaquin Court		
Contact Person	Linda Courtright		
Address	180 E. Weber Ave.		
City	Stockton	State/Province/Territory	CA
Country	US		
Telephone	(209) 992-5217		
Fax #			
E-Mail Address	lcourtright@sjcourts.org		

Company	Philadelphia Gas Works		
Contact Person	Joseph Greenberg		
Address	800 W. Montgomery Ave.		
City	Philadelphia	State/Province/Territory	PA
Country	US		
Telephone	(215) 684-6032		
Fax #			
E-Mail Address	Joseph.Greenberg@pgworks.com		

Company	Municipality of Anchorage		
Contact Person	Diana Flavin		
Address	PO Box 196650		
City	Anchorage	State/Province/Territory	AK
Country	US		
Telephone	(907) 343-6759		
Fax #			
E-Mail Address	diana.flavin@anchorageak.gov		

I, Elye Sackmary , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elye Sackmary , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

### **CERTIFICATION**

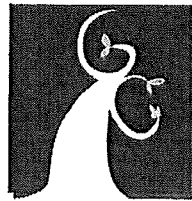
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Gila LLC

Electronically signed and certified at the date and time indicated by:  
Elye Sackmary [ELYE.SACKMARY@GILACORP.COM]

President & CEO  
Title

10/30/2020 05:13:16 PM  
Date



**Gila™**

**Manager:**

John Kane

**Residential Address:**

109 Cypress Point, Avondale, PA 19311 303-283-8200

**Officers:**

Elye Sackmary  
**President & Chief  
Executive Officer**

717 Laughing Dog Ct., Leander, TX 78641 512-323-4223

Timothy M. Wendler  
**Vice-President**

N30W22133 Woodfield Ct., Waukesha, WI 53186 414-847-3758

Mark Heleen  
**Secretary**

21000 Echols St. SE, Vienna, VA 22180 703-984-5627

C. Scott Booher  
**Treasurer**

1855 Saint Francis St. 1901, Reston, VA 20190 703-984-6890

Eric S. Kiss  
**Assistant Treasurer**

2603 Meadow Hall Drive, Oak Hill, VA 20172 703-984-5678





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?

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Elye Sackmary [ELYE.SACKMARY@GILACORP.COM]

Dated: 10/30/2020 04:53:41 PM

Vendor: Gila LLC

Title: President & CEO

## 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: Charles Scott Booher  
Date of birth: 10/18/1971  
Home address: 1855 Saint Francis Street #1901  
City: Reston State/Province/Territory: VA Zip/Postal Code: 20190  
Country: US

Business Address: 13865 Sunrise Valley Drive  
City: Herndon State/Province/Territory: VA Zip/Postal Code: 20190  
Country: US  
Telephone: 703-984-6890

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>01/18/2019</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Navient Solutions, LLC Vice President and Assistant Treasurer

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.

Navient has been awarded various contracts in the past three years from State and Federal contracting entities to perform work such as contact center support, collections, administration, and other business process outsourcing.

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Charles Scott Booher , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Charles Scott Booher , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

GILA LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
C. Scott Booher [SCOTT.BOOHER@NAVIENT.COM]

Treasurer

Title

12/09/2020 01:21:38 PM

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 Louis Heleen  
Date of birth: 09/04/1962  
Home address: 1000 Echols St SE  
City: Vienna State/Province/Territory: VA Zip/Postal Code: 22180  
Country: US

Business Address: 123 S Justison St  
City: Wilmington State/Province/Territory: DE Zip/Postal Code: 19801  
Country: US  
Telephone: 7039845627

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	<u>03/01/2018</u>
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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Executive Vice President, Chief Legal Officer & Secretary of Navient Corporation

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.

Navient and various of its subsidiaries have been awarded various contracts or extension of existing contracts in the past three years from State and Federal contracting entities to perform work such as contact center support, collections, administration, servicing, and other business process outsourcing.

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.



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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

2018 Virginia State Taxes were not timely filed, all taxes, interest and fees have been paid subsequently.

I, Mark L. Heleen , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mark L. Heleen , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

Gila LLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Mark Heleen [MARK.HELEEN@NAVIENT.COM]

---

Secretary

Title

---

12/10/2020 09:57:01 AM

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: Elye Sackmary  
Date of birth: 09/26/1974  
Home address: 717 Laughing Dog TX  
City: Leander State/Province/Territory: TX Zip/Postal Code: 78641  
Country: US

Business Address: 8325 Tuscany Way, Bldg 4  
City: Austin State/Province/Territory: TX Zip/Postal Code: 78754  
Country: US  
Telephone: 5123234223

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>10/26/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>02/10/2010</u>		
(Other)			

Type	Description	Start Date
Other	Manager	02/16/2004

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 notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Elye Sackmary , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Elye Sackmary , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Gila LLC

---

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Elye Sackmary [ELYE.SACKMARY@GILACORP.COM]

---

President & CEO

---

Title

10/30/2020 05:02:47 PM

---

Date



COUNTY OF NASSAU

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

1. Name of the Entity: Gila LLC d/b/a Municipal Services Bureau

Address: 8325 Tuscany Way, Bldg. 4

City: Austin State/Province/Territory: TX Zip/Postal Code: 78754

Country: US

2. Entity's Vendor Identification Number: 74-2605908

3. Type of Business: Other (specify) LLC

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):

1 File(s) uploaded Gila Officer.pdf

*No principals have been attached to this form.*

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.

If none, explain.

Gila LLC (d/b/a Municipal Services Bureau) is a wholly owned subsidiary of ORG Gila, LLC which owns 100% of Gila LLC. Asset Performance Group, LLC (a Navient Corporation wholly owned subsidiary) purchased ORG Gila, LLC in February 2015 and owns the majority of interests (<97%). Gila LLC has all authorities to operate business under such name and will continue to do so. Gila LLC is a separate and distinct legal entity.

*No shareholders, members, or partners have been attached to this 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.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

--

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

--

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.

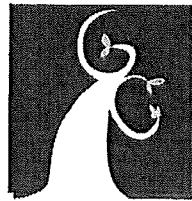
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Elye Sackmary [ELYE.SACKMARY@GILACORP.COM]

Dated: 10/30/2020 04:52:40 PM

Title: President & CEO

**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.



**Gila™**

**Manager:**

John Kane

**Residential Address:**

109 Cypress Point, Avondale, PA 19311 303-283-8200

**Officers:**

Elye Sackmary  
**President & Chief  
Executive Officer**

717 Laughing Dog Ct., Leander, TX 78641 512-323-4223

Timothy M. Wendler  
**Vice-President**

N30W22133 Woodfield Ct., Waukesha, WI 53186 414-847-3758

Mark Heleen  
**Secretary**

21000 Echols St. SE, Vienna, VA 22180 703-984-5627

C. Scott Booher  
**Treasurer**

1855 Saint Francis St. 1901, Reston, VA 20190 703-984-6890

Eric S. Kiss  
**Assistant Treasurer**

2603 Meadow Hall Drive, Oak Hill, VA 20172 703-984-5678

## **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 County Office of the Treasurer, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) GILA, LLC d/b/a MUNICIPAL SERVICES BUREAU, a Texas State LLC, having its principal office at 8325 Tuscany Way, Bldg. 4, Austin, Texas 78754 (the "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQTR16000001 between the County and the Contractor, executed on behalf of the County on January 19, 2017 (the "Original Agreement"), the Contractor provides debt collection services for 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 shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of the Original Agreement, provided that the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years (the "Original Term"); and

WHEREAS, the County desires to exercise the two (2) available renewal options and amend the Compliance with Law Section of the Original Agreement.

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 two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 18, 2022, subject to earlier termination as provided for under the Amended Agreement.

2. Compliance with Law. Section 7 of the Original Agreement with the heading "Compliance with Law" is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities,

favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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.]



STATE OF TEXAS)

)ss.:

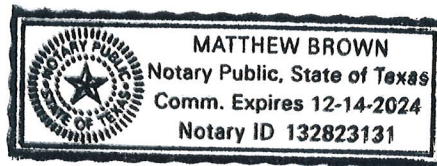
COUNTY OF TRAVIS)

*Williamson*

On the 12th day of January in the year 2021 before me personally came Elye Sackmory to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Travis; that he or she is the PRESIDENT of GILA, LLC, the company 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.

*[Signature]*

NOTARY PUBLIC



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



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

GILA, LLC d/b/a MUNICIPAL SERVICES BUREAU

By:   
Name: Elye Sackman  
Title: President  
Date: 1/12/21

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/2020

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

<b>PRODUCER</b> MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: CSS, TELEPHONE 202-263-7600  CN115014019-NAVI-P+E&O-20-21	<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS:													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B: Vigilant Insurance Company</td><td>20397</td></tr><tr><td>INSURER C: American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER D: Riverfront Insurance, LLC</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Vigilant Insurance Company	20397	INSURER C: American Guarantee and Liability Insurance Company	26247	INSURER D: Riverfront Insurance, LLC		INSURER E:		INSURER F:
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<b>INSURED</b> GILA LLC DBA MUNICIPAL SERVICES BUREAU & GILA GROUP 8325 TUSCANY WAY, BUILDING 4 AUSTIN, TX 78754														

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CLE-006590374-01	<b>REVISION NUMBER:</b> 3
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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC  OTHER:			3597-08-27	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7358-87-40	04/30/2020	04/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			93647773	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7174-06-33	04/30/2020	04/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROPERTY			ERP0248012-02	04/30/2020	04/30/2021	ALL RISK/REP COST; DED:100,000 320,000,000
D	PROFESSIONAL/E&O			1-10000-2020	06/01/2020	06/01/2021	SIR: \$25,000,000 50,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NASSAU COUNTY IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA. THE COMMERCIAL AUTOMOBILE POLICY INCLUDES BROAD FORM ENDORSEMENT # IS 06-02-0292. THE COMMERCIAL GENERAL LIABILITY COVERAGE IS WRITTEN ON FORM #17-02-3080. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS WITH RESPECT TO WORKER'S COMPENSATION.

<b>CERTIFICATE HOLDER</b>  County of Nassau - RFP #TR0112-1602 1550 Franklin Avenue Mineola, NY 11501	<b>CANCELLATION</b>  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. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN115014019

LOC #: Washington

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED GILA LLC DBA MUNICIPAL SERVICES BUREAU & GILA GROUP 8325 TUSCANY WAY, BUILDING 4 AUSTIN, TX 78754
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

WITH REGARD TO PROPERTY COVERAGE, OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS AND CONDITIONS.

## PROPERTY:

\$100,000 PER OCCURENCE ALL OTHER LOSSES  
\$100,000 EARTH MOVEMENT PER OCCURRENCE  
\$100,000 FLOOD PER OCCURRENCE

## SUBLIMITS:

\$200,000,000 EARTH MOVEMENT (ANNUAL AGGREGATE, FOR ALL COVERAGES PROVIDED)  
\$150,000,000 FLOOD (ANNUAL AGGREGATE, FOR ALL COVERAGES PROVIDED)

## WITH REGARDS TO PROFESSIONAL LIABILITY:

THE E&O PLACEMENT WAS MADE BY NAVIENT CORPORATION. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.



## Contract Details

SERVICE: Debt Collection ServicesNIFS ID #: CQTR16000001NIFS Entry Date: 9/27/16Term: from 10/1/16 to 9/30/19

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Gila LLC d/b/a Municipal Services Bureau	Vendor ID# 74-2605908
Address 8325 Tuscany Way Building 4 Austin, TX 78754	Contact Person MICHELLE BLAND
	Phone (512) 323-4259

County Department
Department Contact Beaumont Jefferson, County Treasurer
Address Nassau County Treasurer 1 West Street Mineola, NY 11501
Phone (516) 571-2090

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	9/28/16	Beaumont Jefferson
11/11/16	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/>	11/4/16	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/15/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	11/15/16	
11/15/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	11/21/16	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	12/14/16	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	1/2/17	
12/6/16	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/> <input type="checkbox"/>	12/6/16	



# Contract Summary

**Description:****Purpose:**

This service agreement allows County agencies or departments with outstanding delinquent accounts and uncollected debts to go directly to MSB Government Services ("MSB") for collection services, except for emergency ambulance billings, which was awarded to another contractor.

**Method of Procurement:**

A Request for Proposals ("RFP") was published in *Newsday* and listed on the County website.  
RFP # TR0112-1602.

**Procurement History:**

This is a new contract that was awarded after a formal RFP process. Three contractors were granted the opportunity to make presentations to the Selection Committee. The Committee evaluated and scored the three contractors and determined that MSB best met the selection criteria of the RFP. We also reviewed a Best and Final Offer.

**Description of General Provisions:**

The services to be provided by the Contractor shall include the collection and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of (i) hotel/motel taxes; (ii) fees for services rendered by the County Department of Mental Health, Chemical Dependency and Developmental Disabilities Services; (iii) fees for labor used to enforce consumer protection laws; (iv) fees for emergency work done by the County's Department of Public Works; (v) any other amounts owed to the County, except emergency ambulance billings (see Purpose, above).

**Impact on Funding / Price Analysis:**

Payment is on a contingency basis. The amount to be paid to the Contractor as full consideration of the Contractor's services under this Agreement shall be seventeen and one-half percent (17.5%) of the amount recovered by Contractor on accounts referred by the County having a balance of \$400.00 or greater; eighteen and one-half percent (18.50%) of the amount recovered by the Contractor on accounts referred to by the County having a balance of \$399.99 or less; and twenty-four and one-half percent (24.5%) of the amount recovered after the commencement of legal action by the County-approved attorney.

**Change in Contract from Prior Procurement:**

New contract.

**Recommendation: (approve as submitted)**

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	TR-10
Resp:	1100
Object:	DE500
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	TRGEN 1100; DE 500	\$50,000.00
2		\$
3		\$
4		\$
5	<i>J. Quato - 11/15/16</i>	\$
6		\$
<b>TOTAL</b>		<b>\$50,000.00</b>

Document Prepared By: Susan LandauDate: 9/27/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was approved by NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>12/6/16</i>
Date: <i>10/31/16</i>	Date: <i>1/2/17</i>	(For Office Use Only)
		E #:

RULES RESOLUTION NO 427 2016

F 274-16

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 GILA LLC d/b/a  
MUNICIPAL SERVICES BUREAU

**Passed by the Rules Committee**  
**Nassau County Legislature**  
By Voice Vote on 12-14-16  
**VOTING:**  
ayes 7 nays 2 abstained 0 recused 0  
Legislators present 6

WHEREAS, the County has negotiated a personal services agreement with Gila LLC d/b/a Municipal Services Bureau ("Gila") for debt collection 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 said agreement with Gila.

## CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement")), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Office of the Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department") and (ii) **GILA, LLC d/b/a MUNICIPAL SERVICES BUREAU.**, a Texas limited liability company, authorized to do business within New York State as **GILA, LLC**, having its principal office at 8325 Tuscany Way, Bldg. 4, Austin, Texas 78754 (the "Contractor").

### WITNESSETH:

**WHEREAS**, the County requires to retain a vendor to provide debt collection services; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

**WHEREAS**, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

**WHEREAS**, the Contractor submitted a proposal in the response to the RFP on February 15, 2016 (the "Proposal"); and

**WHEREAS**, the Proposal to provide debt collection services was found to be beneficial to the County; and

**WHEREAS**, the County partially awarded a contract to Contractor and selected Contractor to provide certain debt collection services (excluding emergency ambulance billing) to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

**WHEREAS**, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

**WHEREAS**, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

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

1. 1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith as described in Appendix A annexed hereto and hereby made a part hereof.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be:

(i) Seventeen and one-half percent (17.5%) of the amount recovered by Contractor on accounts referred by the County having a balance of \$400.00 or greater; and (ii) eighteen and one-half percent (18.5%) of the amount recovered by the Contractor on accounts referred to by the County having a balance of \$399.99 or less. The Service Fees shall be paid for amounts deposited into a County-designated account as provided in subsection (b) below prior to the commencement of legal action. In the event the County authorizes the commencement of legal action, twenty-four and one-half percent (24.5%) of the amount recovered after the commencement of legal action by the County-approved attorney shall be paid to the Contractor. For purposes of this paragraph, the term "commencement of legal action" is defined as the filing of a summons and complaint with proof of service requested upon any responsible party.

(b) Billing: Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred (\$100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the County Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall



be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement: Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers: Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears, but not later than sixty (60) days after review and approval of the County Comptroller, and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County

Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) 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.

(h) 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, subcontractor 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 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) the Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification: Defense: Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("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 negligent acts or omissions 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 in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars (\$5,000,000) per claim; (iii) workers' 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 or any approved subcontractor 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 (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, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such

prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (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 County, 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at

all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor 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 of the Nassau County Treasurer, to the attention of the County

Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same address, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability: Supremacy: Construction. (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, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor 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 and 126-2006. 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.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

WITNESS WHEREOF, the Contractor and the County have executed this  
ment as of the date first above written.

GILA, LLC D/B/A MUNICIPAL SERVICES  
BUREAU

By:   
Name: BRUCE CUMMINGS  
Title: CEO  
Date: 8/3/2016

NASSAU COUNTY

By:   
Name: Edward H. Ward  
Title: Deputy County Executive  
Date: 1/19/17

, Subcontractor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Partner \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF TEXAS)

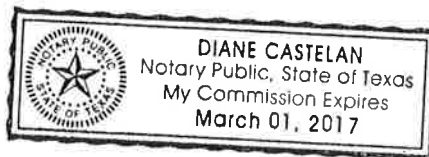
)ss.:

COUNTY OF TRAVIS)

On the 3rd day of August in the year 2016 before me personally came Bruce Cummings to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Williamson: that he is the Chief Executive Officer of Gila, LLC d/b/a Municipal Services Bureau, the company 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 company.

NOTARY PUBLIC

*Diane Castelan*



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14<sup>th</sup> day of January in the year 2017 before me personally came Edward H. Ward 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 Deputy County Executive of Nassau County, 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.

*Jaclyn Delle*  
NOTARY PUBLIC

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

## **Appendix A**

### **Scope of Services**

#### **A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS**

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) hotel/motel taxes; (ii) fees for services rendered by the County Department of Drug and Alcohol Services; (iii) fees for labor used to enforce consumer protection laws; (iv) fees for work done by the County's Department of Public Works; (v) fines owed to the Department of Assessment for failure to submit income and expense statements for income-producing properties; (vi) sums owed to the County related to asset forfeiture and restitution cases; (vii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.
2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.
3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.
4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.
  6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.
  7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.
  8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.
  9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.
- B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:
1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.
  2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.
  3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact

the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

#### C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.
2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.
3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.
4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:
  - (a) Reverse Directories;
  - (b) Real estate records;
  - (c) Dial-in inquiry to New York State Motor Vehicle records;
  - (d) Direct access to computerized data bases of credit reporting services;

or other legal methods acceptable to the County and agreed to between the Contractor and the County.

#### D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.
3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.
4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.
5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.
6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.
2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.
3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County.
2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;
3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any



reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.
5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.
6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.
7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.
8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.
9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.
10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.
12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.