Contract ID#: CQTV16000013

Department: Traffic & Parking Violations

Agency

E-77-16

Contract Details

SERVICE: Judicial Hearing Officer

NIFS ID #: <u>CQTV16000013</u> NIFS Entry Date: <u>2/6/2016</u> Term: <u>02/01/16 to 01/31/17</u>

New X Renewal	1) Mandated Program:	Yes X	No 🗌
Amendment	2) Comptroller Approval Form Attached:	Yes X	No 🗌
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No 🗀
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🗌	No X

Agency Information

V401161	
Name	Vendor ID#
Elizabeth D. Pessala	
Address	Contact Person
	Phone

Parally Harbyry	County Department
ſ	Department Contact
	John G. Marks
Γ	Address
	16 Cooper Street, Hempstead, NY 11550
٢	Phone
	516-572-2654

Routing Slip

DATE Rec'd	DEPAREMENT	Internal Verification=		DATE Appv'd&= Pyfw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		alullo	Mullah	
2/8/16	OMB	NIFS Approval	Ø	2/8/16	William Cote	Yes No Not required if blanket resolution
2/10/16	County Attorney	CA RE & Insurance Verification	W	2/11/16	MURIC	
2 11 16	County Attorney	CA Approval as to form	Ø	2/11/16	Merke	
	Legislative Affairs	Fw'd Original Contract to CA				
	Rules/ Leg					Yes No. 19.
2/1/46	County Attorney	NIFS Approval	Ø	2/11/16	Yordy SCX	
1	Comptroller	NIFS Approval		,		
	County Executive	Notarization Filed with Clerk of the Leg.				
	Chief Dep.Cty.Exec.				(A)	
3/2/16	Deputy County Exec.			1/2/16	0 X : 1 /2 /9/- 109A	107

RECEIVED

RECEIVED

RECEIVED

Contract ID#: CQTV16000013

Department: Traffic & Parking Violations

Agency

Contract Summary

Description: Contract for services for Februa	ary 1, 2016 through January 31, 2017 and encumbrance.

Purpose:

Pursuant to the terms of the Original Agreement, the Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law. Contractor services consist of hearing parking and traffic violations in the same manner as a court and determines all questions of law, acts as the exclusive trier of all issues of fact, renders decisions, imposes sentences or disposes of cases in any manner provided by law. Pursuant to the terms of the attached Amendment, the Contractor shall also serve as a JHO on the violation of the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor, the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in the same manner as a court and shall, on an as needed basis: (a) determine all questions of law; (b) act as the exclusive trier of all issues of fact; (c) render a verdict; (d) impose disposition in accordance with the Rules and Regulations of the Commission, or dispose of a case in any manner provided by law.

Method of Procurement:

No.18-2014 established the Nassau County Taxi and Limousine Commission (the "Commission") for the purpose of regulating and supervising for-hire vehicles in the County of Nassau. The Commissioner for the Commission has determined that any individual pleading not guilty to any Taxi and Limousine violation Contract Amendment. See below for procurement history for original scope of services. For the additional services provided under this amendment: Local Law shall have the right to have their case heard by a JHO. The JHO's for the Nassau County Traffic and Parking Violations Agency are well situated to perform that function based on the established qualifications necessary to obtain that position.

Procurement History:

Chapter 496 of the Law of 1990 established the Nassau County Traffic and Parking Violations Agency and requires that persons who pled not guilty to a parking or traffic violation have the right to have their case heard by a JHO. The original contract was entered into after the Executive Director recommended the appointment of the Judicial Hearing Officer to the Administrative Judge of the Nassau County District Court. Upon certification by the Administrative Judge, the appointment is made. The Judicial Hearing Officer must either be a retired Judge with a minimum of two years both traffic and parking experience, or a sitting Village Court Justice. Contractor had been a sitting Associate Village Court Justice from 1995 - present.

Description of General Provisions:

The Contractor shall serve as a JHO as more fully described above.

Impact on Funding / Price Analysis:

Impact on funding is a maximum of \$21,000.00 for services, as they are rendered pursuant to the contract.

Change in Contract from Prior Procurement: None.

Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES		
Fund:	Gen	
Control:	TV	
Resp:	1000	
Object:	DE	
Transaction:	CQ	

RENEW	Al-
% Increase	
% Decrease	

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

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

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Dotos	Feb.	6, 2	2016	

I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name AM
Name	Name	3/v/16
Date	Date	(For Office Use Only) E #:



Nassau County Interim Finance Authority

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

1. Vendor: ELIZABETH D. PESSALA
2. Dollar amount requiring NIFA approval: \$ 0.00
Amount to be encumbered: \$ 21,000.00
This is a New Contract Advisement Amendment
If new contract - \$ amount should be full amount of contract If advisement — NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA If amendment - \$ amount should be full amount of amendment only
3. Contract Term: 2/1/2016-1/31/17
Has work or services on this contract commenced? Yes No
If yes, please explain: Providing services as needed in courtroom.
4. Funding Source:
✓ General Fund (GEN) Grant Fund (GRT) Capital Improvement Fund (CAP) Federal % Other State % County %
Is the cash available for the full amount of the contract? Yes No
If not, will it require a future borrowing? Yes No
Has the County Legislature approved the borrowing? Yes No N/A
Has NIFA approved the borrowing for this contract? Yes No N/A
5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:
Contractor serves as a Judicial Hearing Officer (JHO) to the Traffic and Parking Violations Agency, pursuant to section 1690 of the Vehicle and Traffic Law and also renders administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission.
6. Has the item requested herein followed all proper procedures and thereby approved by the:
Nassau County Attorney as to form Nassau County Committee and/or Legislature Yes No N/A No N/A
Date of approval(s) and citation to the resolution where approval for this item was provided:
· · ta
7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 month
CQTV14000014 - \$21,000.00

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.

loseann	& Cleve	0/10/16
Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	lassau County Approved Budget a	ormation listed is true and accurate and is in nd not in conflict with the Nassau County
Regarding funding, plea	ase check the correct response:	
I certify that the	funds are available to be encumbe	ered pending NIFA approval of this contract.
If this is a capital projec	t:	
	onding for this contract has been approach to de have been approached	•
budget is available	and funds have been encumbered by	at the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
	NIFA	
Amount being approved	l by NIFA:	_
Signature	Title	Date
Print Name		

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC AND
PARKING VIOLATIONS AGENCY, AND ELIZABETH D. PESSALA.

WHEREAS, the County has negotiated a personal services agreement with Elizabeth D. Pessala for services as a judicial hearing officer to the Traffic and Parking Violations Agency, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Elizabeth D. Pessala.

BALANCE MO/YEAR'A)
FISCAL MO/YEAR'A)
INDEX LZATION CT
CHARACUND SENDIL
FROJECT PROJECT
GRANTOTL

12 2016 FEB 2016 TRAFFIC & PARKING VIOLATION AG

S SUBOBJ PESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BBATA MESCELLANE	2, 688 178, 878	2, 000 178, 878	7,900	2, <u>000</u>
BESUS SYSTEMS AND	14, 119, 630	14.119.630	344,239	13.775:391
REV = EXP E1-HELP PG E2-SELECT	. 47; 764; 401 'G., ₂ F9-LINK	47',764',401 F4'-PRTOR	F5-NEXT 810	- 44′, 843′, 591
G012": "NEXT PAGE"DISPL	. AYED' ' LINN			

FAML6455 V4.2 LINK TO:

NIFS PRODUCTION SYSTEM

CURRENT YR BUDGET & OBLIGATION SUMMARY

ACTIVE

BALANCE (Y,M,Q,A): Y

FISCAL MO/YEÁR : 02 2016 FEB 2016

INDEX TVGEN1000 TRAFFIC & PARKING VIOLATION AG

ORGANIZATION CHARAC / OBJECT FDTP FUND SFND

: E20 DE

CONTRACTUAL SERVICES

02/08/2016

12:50 PM

: GF GEN GEN GENERAL FUND

PROJECT PROJ DTL GRANT GRANT DTL

UCODE/ORD#/DRC

	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	MISCELLANE	9,790,890	9,790,890		9,790,890
DE505	SYSTEMS &	170,250	170,250		170,250
	EXP TOTAL	9,961,140	9,961,140	•	9,961,140

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F4-PRIOR F5-NEXT

F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR: 12 2015 DEC 2015 BALANCE TYPE: 01 ENCUMBRANC

ELIZABETH D. PESSALA VENDOR

T/C DOCUMENT POST DATE DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

AMOUNT 12 2015

12/08/2015 136P VDTV15000270 01 TVGEN1000 12/08/2015 *JHO PESSALA - NOVEMBER 2015*

DE500

-1,200.00

F2-SELECT F1-HELP F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR: 11 2015 NOV 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD DUE DATE DESCRIPTION AMOUNT 11/10/2015 136P VDTV15000232 01 TVGEN1000 DE500 11 2015

11/10/2015 136P VDTV15000232 01 TVGEN1000 DE500 11 2015 11/05/2015 *JHO PESSALA - OCTOBER 2015* -1,500.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

FISCAL MO/YEAR : 10 2015 OCT 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT	INDEX	SUBOBJ BANK	CHECK NO PERIOD
DUE DATE DESCRIPTION			AMOUNT
10/16/2015 136P VDTV15000214		DE500	10 2015
10/09/2015 *JHO PESSALA - SEPTI			-1,950.00
10/19/2015 107 CLTV15000028		DE500	10 2015
ENCUMBER ADDITIONAL	FUNDS		11,000.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:14 PM

ACTIVE

VENDOR

FISCAL MO/YEAR : 09 2015 SEPT 2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD AMOUNT 09/28/2015 136P VDTV15000186 01 TVGEN1000 DE500 09 2015 09/08/2015 *JHO PESSALA - AUGUST 2015*

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE

FISCAL MO/YEAR: 08 2015 AUG VENDOR

2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE

INDEX

SUBOBJ BANK

CHECK NO PERIOD

08/18/2015 136P VDTV15000159 01 TVGEN1000

DE500

AMOUNT 08 2015

08/11/2015 *JHO PESSALA - JULY 2015* -2,250.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE FISCAL MO/YEAR VENDOR

FISCAL MO/YEAR : 07 2015 JULY 2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK CHECK NO PERIOD ON AMOUNT 07/15/2015 136P VDTV15000134 01 TVGEN1000 DE500 07 2015 07/08/2015 *JHO PESSALA - JUNE 2015*

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK G014 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

INDEX

02/08/2016 1:15 PM

ACTIVE

VENDOR

FISCAL MO/YEAR : 06 2015 JUNE 2015

BALANCE TYPE: 01 ENCUMBRANC

SUBOBJ BANK

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DESCRIPTION DUE DATE 06/16/2015 136P VDTV15000107 01 TVGEN1000

AMOUNT 06 2015

CHECK NO PERIOD

06/04/2015 *JHO PESSALA - MAY 2015*

DE500

-2,100.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE

FISCAL MO/YEAR: 05 2015 MAY VENDOR

2015

BALANCE TYPE : 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT DUE DATE DESCRIPTION

INDEX

SUBOBJ BANK

CHECK NO PERIOD

05/19/2015 136P VDTV15000078 01 TVGEN1000

DE500

AMOUNT 05 2015

05/07/2015 *JHO PESSALA - APRIL 2015*

-1,050.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

ACTIVE FISCAL MO/YEAR: 04 2015 APR VENDOR

2015

BALANCE TYPE: 01 ENCUMBRANC

ELIZABETH D. PESSALA

POST DATE T/C DOCUMENT SUBOBJ BANK CHECK NO PERIOD INDEX DESCRIPTION DUE DATE AMOUNT 04/02/2015 107 CLTV15000017 01 TVGEN1000 DE500 04 2015 AMENDMENT TO RENEW, SERVICE CHANGE & ENCUMBER FD 04/27/2015 136P VDTV15000054 01 TVGEN1000 DE500 10,000.00 04 2015 04/17/2015 *JHO PESSALA - FEBRUARY 2015* -2,250.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK GO14 - RECORD FOUND

NIFS PRODUCTION SYSTEM VENDOR DETAIL

02/08/2016 1:15 PM

CHECK NO PERIOD

ACTIVE

VENDOR

FISCAL MO/YEAR : 03 2015 MAR 2015

BALANCE TYPE: 01 ENCUMBRANC ELIZABETH D. PESSALA

S POST DATE T/C DOCUMENT INDEX SUBOBJ BANK DUE DATE DESCRIPTION

 DUE DATE
 DESCRIPTION
 AMOUNT

 03/20/2015
 136P VDTV15000003
 01 TVGEN1000
 DE500
 03 2015

 02/19/2015
 JHO PESSALA - JANUARY 2015
 -1,350.00

F1-HELP F2-SELECT F7-PRIOR PG F8-NEXT PG F9-LINK G014 - RECORD FOUND



NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY

16 COOPER STREET HEMPSTEAD, NEW YORK 11550 (516) 572-2654

INTER-DEPARTMENTAL MEMO

TO:

George Maragos

Nassau County Comptroller

FROM:

John G. Marks

Executive Director

DATE:

January 29, 2016

SUBJECT:

Compliance with Comptroller Approval Form for

Personal Service Contracts

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Elizabeth D. Pessala possesses special skills that qualify her to be appointed without the competitive bidding process.



NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY

16 COOPER STREET HEMPSTEAD, NEW YORK 11550 (516) 572-2654

INTER-DEPARTMENTAL MEMO

TO:

Deborah O'Connell

Treasurer - CSEA

FROM:

John G. Marks

Executive Director

DATE:

January 29, 2016

SUBJECT:

SUBCONTRACTING SECTION 32A – CSEA AGREEMENT

Chapter 496 of the laws of 1990 established the Nassau County Traffic and Parking Violations Agency.

The law requires that a person who pleads not guilty to a parking or traffic violation has the right to have their case heard by a Judicial Hearing Officer. Section 1690 of the Vehicle and Traffic Law requires that a Judicial Hearing Officer in Nassau County be a sitting Village Justice or retired judge with at least two years of experience conducting trials of traffic and parking violations cases and be admitted to practice law in this state.

The service of the Judicial Hearing Officer is unique and Judge Elizabeth D. Pessala possesses special skills that qualify her to be appointed without the competitive bidding process.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: <u>ELIZABETH D. PESSALA</u>
CONTRACTORADDRESS:
FEDERAL TAX ID #:
<i>nstructions:</i> Please check the appropriate box ("☑") after one of the following coman numerals, and provide all the requested information.
The contract was awarded to the lowest, responsible bidder after advertisement or sealed bids. The contract was awarded after a request for sealed bids was published [newspaper] on
n [newspaper] on date]. The sealed bids were publicly opened on [date] [#] of ealed bids were received and opened.
I. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on Potential proposers were made aware of the availability of the RFP by and by publication on the County procurement
and by publication on the County procurement website. Proposals were due on were received and evaluated. The evaluation committee consisted of: The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after [describe]
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. □ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
\square A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
X B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. □ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.
X. □ Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees: X a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes. Department Head Signature

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

Compt. form Pers./Prof. Services Contracts: Rev. 309/15

COUNTY OF NASSAU

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

1.	Name of the Entity: Elizabeth D. Pessala
	Address:
	City, State and Zip Code:
2.	Entity's Vendor Identification Number:
3.	Type of Business:Public CorpPartnershipJoint Venture
	Ltd. Liability CoClosely Held CorpLtdp_Contract_Other (specify)
of Joii	List names and addresses of all principals; that is, all individuals serving on the Board of ors or comparable body, all partners and limited partners, all corporate officers, all parties at Ventures, and all members and officers of limited liability companies (attach additional if necessary):
·····	
	·
	List names and addresses of all shareholders, members, or partners of the firm. If the solder is not an individual, list the individual shareholders/partners/members. If a Publicly Corporation, include a copy of the 10K in lieu of completing this section.
	N/A

Page 2 of 4

(b) description o	Describe lobbying activity of each lobbyist. See below for a complete f lobbying activities.
	N/A
(c) Nassau Count	List whether and where the person/organization is registered as a lobbyist (e.g., y, New York State):
	N/A
	•
contractor or	FICATION: This section must be signed by a principal of the consultant, Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
	ned affirms and so swears that he/she has read and understood the foregoing d they are, to his/her knowledge, true and accurate.
Dated:	Signed: Slanth DRessala Print Name: Elizabeth 1) Pessala
	Print Name: Elizabeth 13 . 185349 Title: THO

Page 4 of 4

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 6, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"), and (ii) Elizabeth D. Pessala, having her principal office at (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

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

WHEREAS, the Contractor desires to perform the services described in this Agreement;

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

- 1. <u>Term.</u> This Agreement shall commence on February 1, 2016 and terminate on January 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for a one (1) year period.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) shall consist of hearing parking and traffic violations in the same manner as a court. Such individual shall, on an as needed basis:
 - a. determine all questions of law;
 - b. act as the exclusive trier of all issues of fact
 - c. render a verdict:
 - d. impose sentence; or
 - e. dispose of a case in any manner provided by law

The Contractor shall also render administrative enforcement services pursuant to Article XXI-B of County Government Law of Nassau County and in accordance with the Rules and Regulations of the Nassau County Office of Consumer Affairs Taxi and Limousine Commission, as well as its successor the Nassau County Taxi and Limousine Commission (the "Commission"), as may be amended or adopted by the Commission. The Contractor shall conduct hearings in accordance with the Rules and Regulations of the Commission and shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) impose disposition in accordance with the Rules and Regulations of the Nassau County Taxi and Limousine Commission, or dispose of a case in any manner provided by law. Decision and findings shall be provided to all parties within thirty (30) days of the conclusion of the initial appearance or hearing, as applicable.

Hearings shall be scheduled and conducted Monday through Friday from 8:45 a.m. to 12:30 p.m. and/or 12:45 p.m. to 4:30 p.m. and weekday nights from 5:15 p.m. to 8:00 p.m. or as determined by the Executive Director, or his/her designated representative, of the Department. There shall be a ONE HOUR luncheon recess for each full day worked that the court is in session.

Weekly work schedules shall be prepared and made available to the Contractor seven days prior to the commencement of the work week to which it applies. The Contractor's weekly assignments, if any, shall be in the sole discretion of the County. This Agreement shall not create any expectation for a minimum period of workdays to be assigned to the Contractor.

- 3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be at the rate of Three Hundred and Fifty Dollars (\$350.00) per full day session from 8:45 a.m. to 4:30 p.m., or One Hundred Seventy Five Dollars (\$175.00) for a half-day session commencing at 8:45 a.m. to 12:30 p.m. or from 12:45 p.m. to 4:30 p.m. Monday thru Friday and One Hundred and Seventy Five Dollars (\$175.00) for weekday night session from 5:15 p.m. to 8:00 p.m. or such other amount as may be provided by amendment and in no event shall exceed Twenty One Thousand dollars (\$21,000) for the term of the Agreement, except as otherwise amended. Compensation shall be paid to the Contractor for actual services rendered by such Contractor in a courtroom or other facility designated for court appearances.
- (b) <u>Vouchers; Voucher Review, Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
 - 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or

contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

- 6. <u>Compliance with Law</u>. (a) <u>Generally</u>. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE, as attached, and the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- 7. <u>Minimum Service Standards</u>. 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 <u>provide to the County</u> a letter from the Nassau County Bar Association Judiciary Committee <u>stating</u> that the Contractor is well qualified to serve in <u>the</u> capacity of Judicial Hearing Officer for the Nassau County Traffic and Parking Violations Agenc

- (c) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
 - (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
 - (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 10. <u>Termination</u>. (a) <u>Generally</u>. 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.

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 11. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 12. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (<u>i</u>) one (1) year of the first to occur of (<u>A</u>) final payment under or the termination of this Agreement, and (<u>B</u>) the accrual of the cause of action, and (<u>ii</u>) the time specified in any other provision of this Agreement.
- 13. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 14. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless-the-application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 17. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 18. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
- 19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of one hundred sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.
 - 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:
- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

ELIZABETH D. PESSALA

y: Unshith Drusala
Name: Elizabeth D. Pessala
Title: Judicial Hearing Officer
Date: 1/6/66
7 7 7
IACCALL COUNTY
IASSAU COUNTY
Зу:
Name:
Title: Deputy County Executive

Date:_____

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of JANUARY in the year 201 before me personally came Elizabeth b. Pessalato me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of th
Notary Public, State of New York No. 01MA6285133 NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC
STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
On the day of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
NOTARY PUBLIC

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Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (years prior to the date of this disclosure a campaign committees of any of the follo- committees of any candidates for any of	ters of the vendor provided campaign contributions. Law in (a) the period beginning April 1, 2016 and (b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the wing Nassau County elected officials or to the campaign the following Nassau County elected offices: the County roller, the District Attorney, or any County Legislator?
No	
2. VERIFICATION: This section must Vendor authorized as a signatory of the f	be signed by a principal of the consultant, contractor or irm for the purpose of executing Contracts.
The undersigned affirms and so swears the statements and they are, to his/her knowledge.	nat he/she has read and understood the foregoing edge, true and accurate.
The undersigned further certifies and affi identified above were made freely and w benefit or in exchange for any benefit or	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.
	Vendor: Elizabeth D. Pessala
Dated: 4/1/16	Vendor: Elizabeth D. Pessala Signed: Mugalith D. Pessala
	Print Name:
	Title:

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
·
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
Not applicable
- spipiretowie
Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated: None

5.D.	Pessala Ext	ribit B.		
Page 2 of 4				
	Video			
			· · · · · · · · · · · · · · · · · · ·	
4. Describe lobbyin	g activity conducted	l, or to be conducted	, in Nassau County, an	nd identify
client(s) for each activity	/ listed. See page 4	for a complete des	cription of lobbying a	ctivities.
	No a	ctivity		
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. The name of pers	ons, organizations o	r governmental entit	ies before whom the l	obbyist
xpects to lobby:			,	,
	No	lobby 1st	activities	
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	para territoria de la compansa del compansa de la compansa del compansa de la com			· · · · · · · · · · · · · · · · · · ·
				

6. If such lobbyist is retained or ememployment, you must attach a copy of employment is oral, attach a written state of retainer or employment does not conthave been authorized to lobby, separately	such document; as ement of the substain a signed autho	tance thereof. If the written agreement
7. Has the lobbyist/lobbying organic contributions pursuant to the New York 2016 and ending on the date of this disclude beginning two years prior to the date of to the campaign committees of any of the campaign committees of any candidates the County Executive, the County Clerk, Legislator? If yes, to what campaign contributions of the county in the County Clerk, Legislator?	State Election Laviosure, or (b), beging this disclosure and the following Nassa for any of the following the Comptroller.	inning April 1, 2018, the period I ending on the date of this disclosure, In County elected officials or to the I owing Nassau County elected offices:
	t app	plicable
I understand that copies of this Information Technology ("IT") to be pos	form will be sent	to the Nassau County Department of
I also understand that upon term give written notice to the County Attorne	nination of retainery within thirty (3)	er, employment or designation I must 0) days of termination.
VERIFICATION: The undersigned affirm the foregoing statements and they are, to	ns and so swears his/her knowledg	that he/she has read and understood e, true and accurate.
The undersigned further certifies and affilisted above were made freely and withou benefit or in exchange for any benefit or	<u>ut duress, threat or</u>	ibution(s) to the campaign committees rany promise of a governmental
Dated: 4/1/2016	Signed:	Elizabeth D. Pessala Judicial Hearing Offices
	Print Name:	Elizabeth D. Pessala
	Title:	Judicial Hearing Offices

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 <u>Elizabeth</u> D. Pessala
	Date of birth
	Home address
	City/state/zip
	Business address
	City/state/zip
	Telephone
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President//Treasurer//
	Chairman of Board// Shareholder//
	Chief Exec. Officer// Secretary//
	Chief Financial Officer/Partner/
	Vice President//
	(Other) Independent Contractor
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X If Yes, provide details.
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.

	Section	on 5 in the past 3 years while you were a principal owner or officer? YES X NO
E I C	IT Yes	n affirmative answer is required below whether the sanction arose automatically, by
υþ	alanoi:	or law, or as a result of any action taken by a government agency.
Pr	ovide a	detailed response to all questions checked "YES". If you need more space, photocopy priate page and attach it to the questionnaire.
7.	In the organ	past (5) years, have you and/or any affiliated businesses or not-for-profit izations listed in Section 5 in which you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO If Yes, provide details for each such instance.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO _X_ If Yes, provide details for each such instance.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO If Yes, provide details for each such instance.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO If Yes, provide details for each such instance.
8.	the pa bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is inch business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? YES NO $\stackrel{\textstyle \times}{}$ If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? YES NO _X If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? YES NO X If Yes, provide details for each such charge.
	d)	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NOX If Yes, provide details for each such conviction

	e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO _X_ If Yes, provide details for each such conviction.
	f)	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO \(\sum_{=}\) If Yes, provide details for each such occurrence.
9.	years, investi subject for, or respor	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the st of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation.
10	includi princip	ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO If Yes; provide details for each such gation.
11.	procee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited are and sewer charges? YES NO if Yes, provide details for each such

CERTIFICATION

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

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

Sworn to before me this I day of Apr: (2014

Clipatenth Hangan Notary Bublic Sur Coi My co

ELIZABETH FLANIGAN Notary Public, State of Fiorida Commission# FF 924545 My comm. expires Nov. 7, 2019

Name of submitting business

Strabeth D. Pessala

Print name

Signature

Judicial Heaving Officer

Title

A 1 1 2016

Business History Form

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

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

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING

QUESTIONS).
Date: 4-1-2016
1) Proposer's Legal Name: Elizabeth D. Pessala
2) Address of Place of Business:
List all other business addresses used within last five years:
3) Mailing Address (if different):
Phone:
Does the business own or rent its facilities?
4) Dun and Bradstreet number:
5) Federal I.D. Number:
6) The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
7) Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8) Does this business control one or more other businesses? Yes No If Yes, please provide details:

Elizabeth D. Pessala

9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No _X If Yes, provide details
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes NoX If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract)
11)	Has the proposer, during the past seven years, been declared bankrupt? Yes No X
	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
	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
 	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? Yes No X If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes No

\ \ -	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _X If Yes, provide details for each such conviction
€ r c	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No ∠_ If Yes, provide details for each such occurrence.
usiness ha	(5) years, has this business or any of its owners or officers, or any other affiliated ad any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No Yes . If Yes, provide details for nstance
ay any app mited to wa uch year. I	t (5) tax years, has this business failed to file any required tax returns or failed to blicable federal, state or local taxes or other assessed charges, including but not ater and sewer charges? Yes No X If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more ocopy the appropriate page and attach it to the questionnaire.
de a detaile copy the a	ed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.
conflic (i th	Please disclose any conflicts of interest as outlined below. NOTE: If no cts exist, please expressly state "No conflict exists." i) Any material financial relationships that your firm or any firm employee has hat may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists
p.	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
(ii th	iii) Any other matter that your firm believes may create a conflict of interest or he appearance of a conflict of interest in acting on behalf of Nassau County.
	No conflict exists
b) P	
ocopy the a onflict of In a) P conflic (i th a (ii pi or (ii th	interest: Please disclose any conflicts of interest as outlined below. NOTE: If no cts exist, please expressly state "No conflict exists." i) Any material financial relationships that your firm or any firm employee had that may create a conflict of interest or the appearance of a conflict of interest acting on behalf of Nassau County. No conflict exists ii) Any family relationship that any employee of your firm has with any Count public servant that may create a conflict of interest or the appearance of a conflict servant in acting on behalf of Nassau County. No conflict exists iii) Any other matter that your firm believes may create a conflict of interest on the appearance of a conflict of interest in acting on behalf of Nassau County.

Elizabeth Dalal Pessala

<u>Professional Experience</u>

ASSOCIATE JUDGE, Village Of Westbury, NY (1995-present)

- Preside over Traffic, Zoning and Village Ordinance cases, trials and written decisions
- Manage grants for technological equipment and security-related installations
- Monitor and implement new methods of research, revenue audits and court administration
- Lecture on new legislation and court policies and procedures

JUDICIAL HEARING OFFICER, Nassau County Traffic & Parking Violation Agency Hempstead, NY (2012- present)

- Preside over traffic and parking cases, dispositions and trials
- Preside over red light camera and booted car trials and adjudications

JUDICIAL HEARING OFFICER, Nassau County Human Rights Commission Mineola, NY (2014-present)

- Preside over Human Rights cases, dispositions and trials
- Preside over settlement negotiations for Fair Housing Act violations and adjudications.

ARCHIVIST, Cold Spring Harbor Laboratory, Cold Spring Harbor, NY (2010- present)

- Worked independently to organize and catalogue personal papers of scientists and new collections in the CSHL Archive.
- Created finding aids in Encoded Archival Description format and posted blog posts
- Prepared 40 feet of display material for symposium presentation, on permanent display at The Rockefeller University

LAW CLERK, New York State Office Of Court Administration (1981-2010)

Supreme Court: Law Clerk to Supervising Judge Hon. Leo McGinty, Hon. L.Brennan, Hon. A Parga County Court: Law Clerk to Hon. Joanna Seybert (currently United States Federal Judge)
District Court: Law Clerk to Law Department

- Provide legal and administrative support to New York State Judges
- Research issues of law, draft orders and opinions
- Expertise in use of specialized and technical legal and legislative information sources both published and unpublished, and electronic databases
- Manage cases, docketing and scheduling
- Negotiate settlements and dispute resolution
- Coordinate court appearances and all ministerial duties
- Lecture and demonstrate new legislation and court policies
- Author judicial opinions and negotiated settlements in contract case parties
- Presenter at professional meetings, conferences, seminars related to all issues of law

DEPUTY COUNTY EXECUTIVE, Mineola, NY (2000-2002)

• Municiple administration for a population of 1.3 million, annual operating budget \$2.4 billion

 Planning, development and implementation of contractual aspects of multi-year contracts for the following County departments: Parks and Recreation, General Services, Nassau University Medical Center, Nassau Coliseum, Nursing Homes and Clinics, County Comptroller, Treasurer, Social Services; Board of Health: Commissioner search committee.

RECORDS MANAGEMENT INTERNSHIP, Nassau County Police Department (2005)

Inventory and analysis of precinct generated documents and disposition recommendations

TAX LIBRARIAN, White & Case LAW FIRM, WALL STREET, NY (1978-1981)

- Legal and factual research in contracts, products liability
- Researcher of incomes, estate, gift and international tax law

Education

Master in Information and Library Science, Long Island University, Brookville, NY 2006 Juris Doctorate, New York Law School, NY 1981 Bachelor of Science Biology, Syracuse, NY 1976

Professional Licensure

Licensed to practice law:

State of NY

Federal Courts of NY US Supreme Court US Military Court

Licensed NY State Librarian, Certified Records Management and Archives

Publications

Pessala, E.D. Benders Forms for Civil Practice Estates, Powers and Trusts Law, Article 8, Charitable Trusts-Volume 13 & 14 (1984-86)

Pessala, E.D. Professional Ethics Committee Opinions 9-2, Nassau County Bar Association (1996)

Recent Awards and Honors

Nassau County Bar Association President's Award-2009, 2012 Nassau County Magistrates Association Santagata Award-2009

Professional Activities

Member of Nassau County Bar Association (Bd of Dir. 1999-2002; 2014 - present) N

Suffolk County Bar Association,

Nassau County Magistrates Association (President 2000-2001)

New York State Bar Association,

New York State Magistrates Association;

Long Island Catholic Board of Directors(2002-2009);

Sacred Heart Academy Board of Trustees (2006-2012)

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

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

- i) Date of formation:
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County TPVA
Contact Person Hoy, John Marks
Address 16 Cooper Street
City/State Hempstead, NY Telephone 516 572 2654
Telephone 516 572 2654
Fax #
E-Mail Address

Company	Village of Westbury
Contact Person_	Village of Westbury Mayor Peter Cavallaro
Address	1 to the state of
City/State	Westbury NY 11590
Telephone	516 334-1700
Fax #	516 334 7563
E-Mail Address	
Company	U.S. District Court Eastern District
Contact Person	U.S. District Court Eastern District Hon. Joanna Seybert 100 Federal Plaza
Contact Person	Hon. Joanna Seybert 100 Federal Plaza
Contact Person Address City/State	Hon. Joanna Seybert
Contact Person Address City/State	Hon. Joanna Seybert 100 Federal Plaza Central Islip, NY 11722

CERTIFICATION

Date

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

Sworn to before me this I day of April	20 <u>11</u>	
Clisabeth Heenigan Notary Public	ELIZABETH FLANIGAN Notary Public, State of Figrida Commission# FF 924546 My comm. expires Nov. 7, 2019	
Name of submitting business:		
By: <u>Elizabeth</u> D. Possala		
Print name Elizabeth Descala Signature		
Judicial Heaving Officer Title		
•		
4,1,2016		