NASSAU COUNTY LEGISLATURE
MINEOLA, NEW YORK
JUNE 20, 2016 1:00 P.M.

1. Agendas And Contracts

   Documents: 6-20-16R.PDF, A-4-16 WEB.PDF, B-4-16 WEB.PDF, E-51-16 WEB.PDF, E-55-16 WEB.PDF, E-56-16 WEB.PDF, E-66-16 WEB.PDF, E-120-16 WEB.PDF, E-135-16 WEB.PDF, E-152-16 WEB.PDF, U-16-16 WEB.PDF, U-42-16 WEB.PDF

2. Rules Agenda

   Documents: R-6-20-16.PDF

3. Rules Addendum

   Documents: R-6-20-16 ADDENDUM.PDF

4. Meeting Minutes

   Documents: RULES, 6-20-16.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL HOLD A MEETING OF THE

RULES COMMITTEE

ON

MONDAY, JUNE 20, 2016 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER

THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING

1550 FRANKLIN AVENUE, MINEOLA, NEW YORK

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

DATED: JUNE 13, 2016
Mineola,NY

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

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
E-152-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES. E-152-16
U-42-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ. U-42-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	PR	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	PW	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	TS	R	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-55-16	AT	R	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-56-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16
E-66-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-120-16	**SS**	**R**	**RESOLUTION NO. -2016** RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC. E-120-16
E-135-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND PANNONE LOPES DEVEREAUX & WEST, LLC. E-135-16
U-16-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16

Nassau County

Office of Purchasing

Staff Summary A-04-2016

Subject : Environmental System Services (S/B 9844-11063-207, BPNC13000320)	Date: November 25, 2015
Department: Office of Purchasing	Vendor Name: HVAC Inc.
Department Head Name: Frank Intagliata	Contract Number A-04-2016
Department Head Signature	Contract Manager Name Mary Hoeflinger

Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	1/25/16	Counsel to C.E.
	Budget	01/21/2016 BS	County Atty.
1/25/16 @	Deputy C.E.		County Exec.

Narrative

Purpose: To notify the Rules Committee that the funding for Blanket Purchase Order BPNC13000320 for Environmental System Services for various Nassau County departments has reached a level that requires oversight by said committee.

Discussion: This Blanket Purchase Order has been in effect since January 1, 2014 and based on anticipated usage will exceed $100,000.00 in 2015-2016. This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where 162 vendors were notified electronically of the bid. Minority Affairs was given a copy of the bid. One (1) bid was received. The blanket purchase order was awarded to HVAC Inc. as the lowest responsible bidder meeting bid specifications.

Impact on Funding: Blanket Purchase Order estimated annual usage will exceed One Hundred Thousand Dollars ($100,000.00) from general funds.

Recommendation: Office of Purchasing recommends approving oversight of funding for this Blanket Purchase Order with HVAC, Inc.

APPROVED: 1/7/16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 25 P 1:17

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-04-2016**

FROM: MICHAEL SCHLENOFF, DEPUTY DIRECTOR
OFFICE OF PURCHASING

DATE: MOVEMBER 30, 2015

SUBJECT: RESOLUTION–VARIOUS NASSAU COUNTY DEPARTMENTS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO APPROVE OVERSIGHT FOR A BLANKET ORDER IN THE ESTIMATED AMOUNT OF OVER ONE HUNDRED THOUSAND DOLLARS ($100,000.00) ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS TO HVAC INC. MEETING SPECIFICATIONS FOR ENVIRONMENTAL SYSTEM SERVICES.

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

for MICHAEL SCHLENOFF
DEPUTY DIRECTOR
OFFICE OF PURCHASING

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) RECOMMENDATION OF AWARD
(7) BLANKET PURCHASE ORDER

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK **COUNTY OF NASSAU** BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM	BID NUMBER 9844-11063-207 Dated: 10/24/2013 BID OPENING DATE 11/06/2013 11:00 A.M. E.S.T.
	BUYER Mary Hoeflinger TELEPHONE (516) 571-5820	REQUISITION NUMBER N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE ENVIRONMENTAL SYSTEM SERVICES

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

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

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

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

DELIVERY MADE TO: NASSAU COUNTY CORRECTIONAL CENTER CARMEN AVENUE EAST MEADOW, NY 11554	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER 11-3266966

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER HVAC, Inc

ADDRESS 681 Grand Blvd Suite 7

CITY Deer Park STATE NY ZIP CODE 11729 TELEPHONE 631-243-4300

Gusu Sukhapiwatana
SIGNATURE OF AUTHORIZED INDIVIDUAL

Gusuma Sukhapiwatana
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director, Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: HVAC, INC.

Address: 681 Grand Blvd, Suite 7 Deer park, NY 11729

Telephone No: Fax No:

1. State Whether: A Corporation Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

QUALIFICATION STATEMENT

BIDDER'S NAME: HUAC, INC

ADDRESS: 681 Grand Blvd Suite 7, Deer park, NY 11729

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP ____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT
Gusuma Sukhapiwatana, [redacted]

~~VICE PRESIDENT~~

~~SECRETARY~~

~~TREASURER~~

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? yes
IF SO WHEN? 1 year

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 20 years

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Gusuma Sukhapiwatana	President	20yrs	HUAC	CEO

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
We Have Had Local 25 Men for 10 years

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

BIDDER SIGN HERE Gusuma Sukhapiwatana BIDDER President TITLE

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

JAmes Gerardi, COO

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

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

1. REFERENCE'S NAME: Eastport South Manor CSD
ADDRESS: 149 Dayton Ave
Manorville, NY 11949
TELEPHONE: 631-874-6533 CONTACT PERSON MR. Ron Ryan
CONTRACT DATE: On Going

2. REFERENCE'S NAME: Middle Country CSD
ADDRESS: 8 43Rd St
Centereach, NY 11720
TELEPHONE: 631-285-8830 CONTACT PERSON Mr Frank fiorino
CONTRACT DATE: On Going

3. REFERENCE'S NAME: Uniondale UFSD
ADDRESS: 933 Goodrich St
Uniondale, NY 11553
TELEPHONE: 516-560-8815 CONTACT PERSON John Labare
CONTRACT DATE: On Going

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

BIDDER SIGN HERE Jesu Subnapwat (BIDDER) president (TITLE)

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE Jason Sukhapwat — BIDDER

president — TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE [signature] President
BIDDER TITLE

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

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

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

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

BIDDER SIGN HERE [signature] BIDDER [President] TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: HVAC, INC

Address: 681 Grand Blvd, Suite 7

City, State and Zip Code: Deer Park, NY 11729

2. Entity's Vendor Identification Number: 11-3266966

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp Corporation Other (specify)

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

Gusuma Sukhapiwatana - President

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

Gusuma Sukhapiwatana - President

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

BIDDER SIGN HERE Gusuma Sukhapiwatana (BIDDER) President (TITLE)

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 12/10/2015

Signed: Gusma Sukhapwate
Print Name: Gusma Sukhapwatang
Title: President

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

BIDDER SIGN HERE Gusma Sukhapwate (BIDDER) President (TITLE)

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

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

N/A

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

N/A

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

BIDDER SIGN HERE [signature] BIDDER

President TITLE

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

N/A

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

N/A

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

Dated: 12/10/2015

Signed: Gusuma Sukhapiwatane
Print Name: Gusuma Sukhapiwatane
Title: President

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

BIDDER SIGN HERE Gusuma Sukhapiwatane
BIDDER

President
TITLE

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

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BIDDER SIGN HERE [signature] BIDDER President TITLE

Business History Form

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

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

Date: 12/10/2015

1) Bidder's/Proposer's Legal Name: HVAC, INC

2) Address of Place of Business: 681 Grand Blvd Suite 7 Deerpark, NY 11729

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): Same As Above

Phone: 631-243-3400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: —

5) Federal I.D. Number: 11-3 2669666

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

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

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

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

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

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

BIDDER SIGN HERE _____ BIDDER

President TITLE

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE [signature] BIDDER _____ TITLE

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

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.

Gregware, Daniel

From: Hoeflinger, Mary
Sent: Wednesday, January 20, 2016 4:18 PM
To: Gregware, Daniel
Subject: A4
Attachments: MX-M503N_20160120_165540.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

MX-M503N_20160120_165540.pdf;

Supplemented response received 01/20/2016 DSG
(pg. 22)

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. NONE

(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 as collection agent on behalf of Nassau County. NONE

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. NONE

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We will Enquire with Contracting Agency and/or County Legal Counsel If Any Issue ARise Pertaining to 17(a)(i)(ii),(iii) and will Abide By their derermination TO Ensure that Conflict of Intrest would Not Exist

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

BIDDER SIGN HERE [signature] BIDDER President TITLE

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should 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 bidder's/proposer's capacity and reliability to perform these services.

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

Company Eastport South manor CSD

Contact Person MR Ron Ryan

Address 149 Dayton Ave

City/State Manorville, NY 11949

Telephone 631-801-3047

Fax # 631-874-6783

E-Mail Address

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

BIDDER SIGN HERE [signature] BIDDER TITLE

Company Uniondale UFSD

Contact Person John Labare

Address 933 Goodrich St

City/State Uniondale, NY

Telephone 516-560-8815

Fax # 516-918-1014

E-Mail Address

Company Middle Country CSD

Contact Person Mr Frank Fiorino

Address 25 N. Bicycle Path Ste B, Selden, NY 11784

City/State Selden, NY 11784

Telephone 631-285-8830

Fax #

E-Mail Address

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

BIDDER SIGN HERE Gusen Sukhapwala — BIDDER

President — TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

CERTIFICATION

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

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

Sworn to before me this 10th day of December 2015

Notary Public

THERESA L. MORGAN
Notary Public State of New York
No. 01MO6198504
Qualified in Suffolk County
Commission Expires April 19, 2016

Name of submitting business: HVAC, INC.

By: Gusuma Sukhapiwatana
Print name

Signature

President
Title

12 / 10 / 2015
Date

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

BIDDER SIGN HERE _____ BIDDER _____ President TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gusuma Surchapweetana
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 681 Grand Blvd Suite 7
   City/state/zip Deer Park, NY 11729
   Telephone 631-243-3400
   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 05/10/95 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

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

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

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

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

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

BIDDER SIGN HERE Gusuma Surchapweetana (BIDDER) President (TITLE)

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

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

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

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

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

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

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

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

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

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

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

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or

local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

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

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

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

CERTIFICATION

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

Sworn to before me this 10th day of December 15

Notary Public

HVAC, Inc
Name of submitting business

Gusoma Sukhapwatang
Print name

Signature

President
Title

12/10/2015
Date

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

BIDDER SIGN HERE _____ BIDDER _____ President TITLE

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

BIDDER SIGN HERE _____ BIDDER _____ TITLE

President

A 4-15

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #9844-11063-207 for ENVIRONMENTAL SYSTEM SERVICES for Various Nassau County Departments as more particularly described in the bid document; and

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

WHEREAS, the Director is representing to the Rules Committee that the firm HVAC INC. has reached a level of spending requiring oversight by the Rules Committee as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to approve oversight of funding under a Blanket Purchase Order with HVAC INC.

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: OCTOBER 6, 2013 AT 11 A.M.
BID NO: 9844-11063-207
REQ. NO: N/A
TITLE: ENVIRONMENTAL SYSTEM SERVICES

ITEM #	ARTICLE	UNIT	HVAC INC	2	3	4	5	6	7
B1	MINIMUM/CALL OUT CHARGE (IF ANY)	$	0.00						
B2	REGULAR HOURLY RATE	HR.	150.00						
B3	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	37.50						
B4	TRAVEL TIME (IF ANY)		0.00						
B5	MILEAGE (IF ANY)		0.00						
PARTS B6	MANUFACTURER'S LIST PRICE LESS	%	10%						
B7	COST PLUS	%	25%						
OVERTIME B8	MINIMUM CHARGE (IF ANY)	$	0.00						
B9	REGULAR HOURLY RATE	HR.	225.00						
B10	EACH ADDITIONAL 1/4 HOUR	1/4 HR.	56.25						
PREPARED BY		TERMS	NET	NET	NET	NET	NET	NET	NET

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

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

BID NUMBER
9844-11063-207

Dated: OCT. 24, 2013

BID OPENING DATE
NOVEMBER 6, 2013
11:00 A.M. E.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
FRAN FISHER	516-571-6679	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: ENVIRONMENTAL SYSTEM SERVICES

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

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

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

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

DELIVERY MADE TO
NASSAU COUNTY CORECTIONAL CENTER
CARMEN AVENUE
EAST MEADOW, NY 11554

GUARANTEED DELIVERY DATE
30 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11-3266966.

TOLL FREE TELEPHONE NUMBER:

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

NAME OF BIDDER HVAC INC.

ADDRESS 681 GRAND BLVD SUITE 7

CITY DEERPARK STATE NY ZIP CODE 11729 TELEPHONE (631) 243-4300

SIGNATURE OF AUTHORIZED INDIVIDUAL

GUSUMA SUKHAPIWANTANA. PRESIDENT.
PRINT OR TYPE NAME OF SIGNER AND TITLE

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

BID TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Director. Office of Purchasing

DISCLOSURE STATEMENT

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

Bidders Name: HVAC INC.

Address: 681 GRAND BLVD SUITE 7 DEER PARK NY 11729

Telephone No: (631) 243-4300 Fax No: (631) 243-4310

1. State Whether: A Corporation A CORPORATION

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

QUALIFICATION STATEMENT

BIDDER'S NAME: HVAC INC.

ADDRESS: 681 GRAND BLVD SUITE 7 DEER PARK NY

1. STATE WHETHER: CORPORATION X INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT GUSUMA SUKHAPIWATANA [redacted]
   VICE PRESIDENT
   SECRETARY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 35

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

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? NONE

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

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
G. SUKHAPIWATANA	MGR	35	HVAC	FOREMAN

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   HOLD CONTRACT FOR PREVIOUS YEAR
   WE HAVE SERVICED BLDG

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

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

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

JAMES GERARDI C.O.O.

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

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

1. REFERENCE'S NAME: WESTBURY CSD

ADDRESS: 2 HITCHCOCK LANE OLD WESTBURY NY

TELEPHONE: (516) 876-5703 CONTACT PERSON MIKE BATKIEWICZ
CONTRACT DATE: ON GOING

2. REFERENCE'S NAME: JOHNSON CONTROLS

ADDRESS: 66 AERIAL WAY SYOSSET NY

TELEPHONE: (516) 822-0490 CONTACT PERSON DAN HAFFEL
CONTRACT DATE: ON GOING

3. REFERENCE'S NAME: WEST ISLIP UFSD

ADDRESS: CORNER OF BEACH AND SHERMAN AVE WEST ISLIP NY

TELEPHONE: (631) 893-3250 CONTACT PERSON J. BOSSE
CONTRACT DATE: ON GOING

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

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

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

BIDDER SIGN HERE _____ PRESIDENT

BIDDER **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNTIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION:

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

DEFINITIONS:

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

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

IMPORTANT

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

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

INTENT

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

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

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum

period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

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

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

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

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

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

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

Claimant Name	**Date**
By Signature	**Title**

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

Vendors may download claim form NIFS560 at the following URL:

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this 5 day of NOVEMBER, 20 13 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: HVAC INC.

Address: 681 GRAND BLVD SUITE 7

Street:

City, Town, etc: DEER PARK NY 11729

Telephone: (631) 243-4300 Title: PRESIDENT

If applicable, responsible Corporate Officer

Name GUSUMA SUKHAPIWANTANA Title PRESIDENT

Signature: [signature] Sign Here

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

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

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

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

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

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

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

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

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

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

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

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

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

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

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

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

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

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

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

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

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

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER **TITLE**

DISCLAIMER

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

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

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

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

EVALUATION:

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

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event

the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

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

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

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

NY STATE LABOR LAW

If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to county contracts for public improvements in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts).

ii. Building Services Labor Law Article 9 applies to Contracts for building service work with the county, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A *copy of the applicable prevailing wage rates to be paid or provided are annexed* to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the project manager for a public works project.

iv. Records Retention Contractors and Subcontractors must preserve copies of such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

If this contract is for Building Service Work as defined in Article 9 of the Labor Law, State law prohibits other political subdivisions and districts within the County from making purchases pursuant to this agreement.

PRE BID SITE VISITS: The prospective suppliers, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of other coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Bidders may call Keith Sather at 516-572-3810 to arrange for an appointment to visit the site.

PARTS:

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

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

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

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

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

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

Details of parts used

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

Specifications

Contractor to perform environmental services for the Honeywell Graphic Central Environmental Control System located throughout NC Correctional Center. Additionally, pneumatic temperature control services shall be performed, as requested.

All service requests shall be responded to within Four (4) hours unless emergency service is specified. Contractor must be available to perform services as needed 24 hours a day, 7 days a week.

Contractor to provide additional training services onsite and training for all software upgrades & revisions for the Graphic Central System.

PLAN B (TIME AND MATERIALS) PRICING SCHEDULE:

LABOR BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY:

B1) MINIMUM/CALL OUT CHARGE (IF ANY) (INCLUDES _____ $ 0

B2) REGULAR HOURLY RATE at $ 150.00 /hr.

B3) EACH ADDITIONAL QUARTER HOUR at $ 37.50 /¼ hr.

B4) TRAVEL TIME (IF ANY) 0

B5) MILEAGE (IF ANY) 0

PARTS:

B6) MANUFACTURER'S LIST PRICE (MLP) LESS -10% %

B7) COST PLUS % +25% %

Vendor agrees, if requested, to provide the user department, the County Comptroller, or authorized representative of the Purchasing Department with copies of such manufacturer's

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

BIDDER SIGN HERE _____ **BIDDER**

PRESIDENT. **TITLE**

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

WARRANTY PERIOD: On Service, Repair Rendered

PARTS: AS/MFG days

LABOR: 90 days

OVERTIME RATES: All other times (after 5:00 PM or before 9:00 AM Monday through Friday, or any time on Saturday or Sunday.

B8) MINIMUM CHARGE (IF ANY) $ 0

B9) REGULAR HOURLY RATE at $ 225.00 /hr.

B10) EACH ADDITIONAL QUARTER HOUR at$ 56.25 / ¼ hr.

RESPONSE TIME 4 HRS

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

BIDDER SIGN HERE _____ PRESIDENT
BIDDER TITLE

FORMAL BID RECOMMENDATION

BID NUMBER: 9844-11063-207 OPEN DATE: 11/6/13

TITLE: Environmental System Services

DATE:

TO: BUYER: GROUP : FROM: ADMINISTRATION

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

Date: 11/6/13

To: Supervisor From: Buyer

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

Ira Suh
Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

_____
Supervisor

Date: 11/6/13

To: Buyer From: Director

☑ Approved for Award

☐ Hold award pending discussion

☐ Subject to Legislature Approval

_____
Director

	Bid Results
All	HVAC Inc.

DPS-B021
PR-1491.3/72 Rev.3/01

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 01

TO CONTRACTOR:
113266966
HVAC INC.
681 GRAND BLVD
SUITE #7
DEER PARK NY 11729-

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
FISHER, FRANCES XT 16679
(516) 571-6679

ITB ID	F.O.B. POINT	EXPIRATION DATE	EFFECTIVE DATE	DISCOUNT	TERMS
	DESTINATION	12/31/2016	01/01/14	0%	NET 30

TERMS:

****
TITLE: ENVIRONMENTAL SYSTEM SERVICES
****
AUTHORITY: AWARDED UNDER S/B # 9844-11063-207 AFTER PUBLISHED NOTICE
****
REPLACES BPN100000439
****
BUYER: FRAN FISHER

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
1	910-36		EA	150.0000
	HEATING, A/C, VENTILATION M/R			

LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY:
REGULAR HOURLY RATE
MINIMUM CHARGE----------0
TRAVEL TIME/ MILEAGE: NONE

BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 02

ITEM	COMMODITY ID	MAX QUANTITY	U/M	UNIT COST
2	910-36		EA	37.5000
	HEATING, A/C, VENTILATION M/R			
	LABOR BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM MON THRU FRIDAY: EACH ADDITIONAL QUARTER HOUR			
3	910-36		EA	225.0000
	HEATING, A/C, VENTILATION M/R			
	OT RATES: ALL OTHER TIMES AFTER 5:00PM OR BEFORE 9AM MON THRU FRI, OR ANY TIME ON SAT OR SUN). REGULAR HR RATE MINIMUM CHARGE----------0			
4	910-36		EA	56.2500
	HEATING, A/C, VENTILATION M/R			
	EACH ADDITIONAL 1/4 HR			
5	910-36		EA	.0001
	HEATING, A/C, VENTILATION M/R			
	PARTS: MANUFACTURER'S LIST PRICE (MLP) LESS----10% COST PLUS%----------25%			

---------- END OF ITEM LIST ----------

TERMS:

SPECS: PERFORM REQUESTED ENVIRONMENTAL SYSTEM SERVICES FOR THE HONEYWELL GRAPHIC CENTRAL ENVIRONMENTAL CONTROL SYSTEM LOCATED THROUGHOUT NCCC. ADDITIONALLY, PNEUMATIC TEMPERATURE CONTROL SERVICES SHALL BE PERFORMED, AS REQUESTED. ALL SERVICE SHALL BE RESPONDED TO WITHIN 4 HRS UNLESS EMERGENCY SERVICE IS SPECIFIED.

****

CONTRACTOR'S RESPONSE TIME: 4 HRS.

CONTRACTOR TO PROVIDE ADDITIONAL TRAINING SERVICES ONSITE AND TRAINING FOR ALL SPFTWARE UPGRADES & REVISIONS FOR GRAPHIC CENTRAL SYSTEM.

WARRANTY PERIOD: ON SERVICE, REPAIR, RENDERED

PARTS: AS MFG.

LABOR: 90 DAYS

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BLANKET PURCHASE ORDER

BPO ID: BPNC13000320 PRINT DATE: 01/06/2016 PAGE: 03

The County of Nassau (hereinafter called the County) represented by the Director, Office of Purchasing (hereinafter called the Director), and the individual, partnership, joint venture or corporation named above (hereinafter called the contractor) mutually agree to perform this contract in strict accordance with the general provisions attached hereto and the specifications, terms and conditions contained herein.

AUTHORITY: AWARDED UNDER SEALED BID # 9844-11063-207 AFTER PUBLISHED notice.

WORK TO BE PERFORMED FOR: NC CORRECTIONS CENTER
CARMAN AVE
E MEADOW NY 11554

CONTACT: KEITH SATHER @ 516 572-3810

PERIOD COVERED: SHALL BE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE WITH AN OPTION BY THE COUNTY OF NASSAU TO EXTEND THE BLANKET PURCHASE ORDER UP TO AN ADDITIONAL FOUR (4) YEAR(s), AT UP TO ONE (1) YEAR OPTIONS. HOWEVER, THE TERMINATION OF THIS CONTRACT MAY BE FURTHER EXTENDED UP TO TWO (2) MONTHS BEYOND THE TERMINATION DATE STATED HEREIN.
THE MAXIMUM PERIOD OF THIS CONTRACT WITH OPTIONS RENEWED SHALL BE FIVE YEARS, AND, IF THE FURTHER EXTENSION IS APPLIED, UP TO FIVE (5) YEARS AND TWO (2) MONTHS.
ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

TERMINATION: THE COUNTY RESERVES THE RIGHT TO CANCEL THIS BLANKET PURCHASE ORDER BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE THAT, ON OR AFTER A DATE THEREIN SPECIFIED, THE CONTRACT SHALL BE DEEMED TERMINATED AND CANCELLED.

ALL PRICES, TERMS AND CONDITIONS OF THE AFOREMENTIONED BID SHALL APPLY TO THIS CONTRACT AND ANY AMENDMENTS THERETO.

PAYMENT: A CERTIFIED INVOICE, OR A COUNTY CLAIM FORM TO WHICH THE INVOICE IS ATTACHED, SHALL BE SUBMITTED IN ARREARS, DIRECTLY TO THE USING AGENCY, SUPPORTED BY VOUCHERS SIGNED BY AGENCY PERSONNEL ATTESTING TO THE SATISFACTORY COMPLETION OF THE REQUIRED SERVICES AS SPECIFIED.

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

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

CLAIMANT NAME DATE

BY (SIGNATURE) TITLE

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

BILLING SHALL BE RENDERED ON CERTIFIED INVOICE OR COUNTY CLAIM FORM IN DETAIL, LISTING PARTS AND MATERIALS USED, THEIR PRICES, AND LABOR SHOWN IN HOURS AND EXTENDED RATES

PRICES: Shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or materials costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications, or other increases auditable by the County. The burden of proof for such increases shall be upon the contractor and shall be formally directed TO THE PURCHASING DIR. THE DECISION AS TO WHETHER OR NOT SUCH INCREASES WILL BE GRANTED SHALL BE MADE BY THE PURCHASING DIRECTOR & shall be final. In the event an increase is not granted when requested, the contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Blanket Purchase Order will be rebid.

INSURANCE AND WORKERS COMPENSATION:

1. The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this contract, a policy of comprehensive and general liability insurance on which vendor and County are each named insureds, including, but not limited to, the torts and

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negligence of vendor's personnel, with a combine single limit of three million dollars ($3,000,000.00) for bodily injury and property damage for any one occurrence, all at vendor's sole cost and expense.

2. The vendor shall comply with all provisions of the Worker's Compensation Law, and shall furnish a certificate showing evidence of current coverage.
3. All insurance coverage as stipulated herein shall be subject to the approval of the Division of Real Estate and Insurance of the County of Nassau.
4. INSURANCE POLICIES OF ANY KIND ARE ACCEPTABLE FROM AETNA Insurance Company or its affiliates.
5. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CAUSE FOR CANCELLATION OF THE BLANKET PURCHASE ORDER.

Appendix EE:
Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.
The Contractor shall comply with all federal,state & local statutory constitutional anti-discrimination provisions. In addition, Local Law No.14-2002,entitled "Participation by, Minority Group Members & Women in Nassau County Contracts", governs all County Contracts as defined by such title & solicitations for bids or proposals for County Contracts. In accordance with Local Law No.14-2002:

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

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written

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statement that such employment agency, union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency labor union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

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

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

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must submit Documentation.

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

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

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

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

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

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

(c) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the impositions of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended, impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director,

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within ten days (10) of receipt of the arbitrators award and recommendtions, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested.

The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law rules ("CPLR").

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

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

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

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

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

As used in this Appendix EE the following term meanings shall apply:

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

"County Contract" shall mean (i)a written agreement or purchase

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order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or any other securities.

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

"County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

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

<< CONTINUED, NEXT PAGE >>

documentation.

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

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

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

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

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

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

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

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

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

"Subcontract" shall mean an agreement consisting of part or

<< CONTINUED, NEXT PAGE >>

parts of the contracted work of the County Contractor.

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

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

ACCESS CLAUSE: IF ANY PROVISION OF SECTION 952 OF THE OMNIBUS RECONCILIATION ACT OF 1980 (PL-96-499) IS FOUND BY A BODY OF COMPETENT JURISDICTION TO BE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL MAKE AVAILABLE UPON WRITTEN REQUEST BY THE SECRETARY OF HEALTH & HUMAN SERVICES, OR BY THE CONTROLLER GENERAL OF THE GENERAL ACCOUNTING OFFICE, OR ANY OF THEIR DULY AUTHORIZED REPRESENTATIVES, A COPY OF THIS CONTRACT AND ANY EXECUTED AMENDMENTS THERETO, DOCUMENTS WHICH RELATE TO THE CALCULATION OF THE CHARGES STATED IN THE CONTRACT AND COPIES OF SERVICE REPORTS DOCUMENTING SERVICES PERFORMED. SUCH RECORDS WILL BE AVAILABLE IN ACCORDANCE WITH THE ABOVE FOR THE PERIOD OF SIX (6) YEARS AFTER THE FURNISHING OF ANY OF THE SERVICES DESCRIBED IN THIS CONTRACT.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, its agents, officers and employees from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of

<< CONTINUED, NEXT PAGE >>

a loss that is caused by the negligence of the County, and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

INSURANCE COVERAGE: Evidence of Liability and Workman's Compensation coverage is an integral part of this contract, and such evidence is to be sent within Ten (10) business days after the receipt of this Blanket Purchase Order/Purchase Order to this Office to the attention of:

ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
ONE WEST STREET
MINEOLA, NY 11501

Forms such as the ACCORD 25-S or the U-26.3 must list the Blanket or Purchase Order Number and the buyers name>

PARTICIPATION BY COUNTY DEPARTMENTS IN THIS BLANKET ORDER SHALL BE ACCOMPLISHED BY A DELIVERY ORDER (Form ADPICS GS D/O). THE DELIVERY ORDER IS PREPARED BY USING THE ADPICS 2360 SCREEN. AFTER RECEIVING ALL THE REQUIRED ELECTRONIC APPROVALS, THE DELIVERY ORDER WILL BE PRINTED, SIGNED BY THE AGENCY HEAD, AND MAILED TO THE VENDOR.

PARTICIPATION BY POLITICAL SUBDIVISIONS:

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

GENERAL CONDITIONS (REPAIRS):

ALL REPAIRS TO BE MADE IN ACCORDANCE WITH "OSHA" SAFETY REQUIREMENTS. CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, TRANSPORTATION, TOOLS, INSTRUMENTATION, PARTS AND ACCESSORIES NECESSARY TO REPAIR AND RESTORE THE EQUIPMENT TO OPTIMUM OPERATING CONDITION.

ALL CONTRACTOR PERSONNEL ASSIGNED TO ANY REQUIREMENT OF A CONTRACT

<< CONTINUED, NEXT PAGE >>

ESTABLISHED MUST BE FULLY QUALIFIED AND COGNIZANT OF THE REQUIRED AND APPLICABLE ELECTRICAL CODES AND SAFETY REQUIREMENTS, AND MUST ADHERE TO THEM.
ALL PARTS SUPPLIED MUST MATCH AND INTERMEMBER WITH THE DESIGNATED EQUIPMENT, AND MUST BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE MANUFACTURER OF THE PART TO BE REPLACED.
EXCEPT AS OTHERWISE SPECIFIED, ALL CONTRACT REQUIREMENTS WILL BE PERFORMED AT THE SITE AS REQUIRED.
ANY REQUIREMENT TO REMOVE ANY PART OF THE EQUIPMENT OR SYSTEM(S) TO CONTRACTOR'S SHOP, MUST BE APPROVED BY AN AUTHORIZED AGENCY REPRESENTATIVE. NASSAU COUNTY SHALL SUPPLY ALL UTILITIES WHICH ARE AVAILABLE ON LOCATION INSOFAR AS COMPATIBILITY REQUIREMENTS PERMIT.
ALL REQUIREMENTS PERFORMED BY THE CONTRACTOR WILL BE SUBJECT TO INSPECTION AND APPROVAL BY AN AUTHORIZED DESIGNATED REPRESENTATIVE OF THE USING AGENCY.
EMPLOYEES OF THE CONTRACTOR WHILE ON SERVICE CALL SHALL CARRY IDENTIFICATION BADGE OR CARD AND SHALL BE INSTRUCTED TO SUBMIT SAME TO SCRUTINY UPON REQUEST OF SECURITY OR SUPERVISORY PERSONNEL OF NASSAU COUNTY.

THIS BLANKET PURCHASE ORDER ESTABLISHES TERMS AND CONDITIONS PURSUANT TO WHICH CERTAIN MATERIALS AND/OR SERVICES ARE TO BE SUPPLIED OR PERFORMED, FROM TIME TO TIME, FOR A SPECIFIED PERIOD UPON ISSUANCE BY THE COUNTY OF DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER IS NON-EXCLUSIVE AND THE COUNTY IS NOT BOUND TO PURCHASE, AND NO MATERIALS ARE TO BE DELIVERED OR SERVICES PERFORMED WITHOUT A DELIVERY ORDER. THE COUNTY SHALL BE UNDER NO OBLIGATION WHATSOEVER TO ISSUE SUCH DELIVERY ORDERS. THIS BLANKET PURCHASE ORDER SHALL NOT APPLY IN ANY WAY TO ITEMS OF MATERIAL OR SERVICE DEEMED BY THE COUNTY IN ITS SOLE DISCRETION TO BE EXTRAORDINARY OR INVOLVE ANY SPECIAL CONDITIONS, QUANTITIES, CIRCUMSTANCES OR COMPLEXITIES.

THE CONTRACTOR AGREES THAT IN THE EVENT ANY OF THE SERVICES PROVIDED FOR UNDER THE TERMS OF THIS CONTRACT SHOULD IN ANY WAY BE OMITTED OR UNSATISFACTORILY PERFORMED BY THE CONTRACTOR AND/OR HIS EMPLOYEES, THE COUNTY SHALL SO NOTIFY THE CONTRACTOR VERBALLY AND FOLLOW WITH A WRITTEN NOTIFICATION OF THE DEFICIENT SERVICES FOR IMMEDIATE CORRECTION. IN THE EVENT THE CONTRACTOR DOES NOT CORRECT THE DEFICIENT SERVICES AFTER RECEIPT OF WRITTEN NOTIFICATION, THE NASSAU COUNTY DEPARTMENT CONCERNED WILL DEDUCT A PERCENTAGE BASED ON
<< CONTINUED, NEXT PAGE >>

THE WORK NOT PERFORMED OR PERFORMED UNSATISFACTORILY FROM THE CONTRACTOR'S CLAIM FOR THE PERIOD COVERED. IF THE CONTRACTOR CONTINUES TO OMIT OR UNSATISFACTORILY PERFORM THE REQUIRED SERVICES, THE COUNTY WILL ARRANGE FOR THE WORK TO BE DONE BY ANOTHER CONTRACTOR AND THE COST OF SUCH WORK SHALL BE DEDUCTED FROM ANY MONIES DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR.

PARTS:

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

****

In any event, THIS CONTRACT MAY NOT BE USED TO PURCHASE PARTS ONLY
Vendor agrees, if requested, to provide the User Agency, the County Comptroller, or authorized representative of the Office of Purchasing with copies of such manufacturer's list prices.
The Cost Plus rate stated above will be paid only when there is no manufacturer's list price, and when billing is accompanies by a written notice from the part manufacturer advising that it does not issue price lists or that the particular item(s) in question do not have a list price.
BIDDERS (CONTRACTORS) ARE HEREBY ADVISED THAT TO INSURE AND FACILITATE PAYMENT, THE FOLLOWING INFORMATION MUST ACCOMPANY THE CONTRACTOR'S CLAIM:

1. TIME SHEET SIGNED BY AUTHORIZED COUNTY PERSONNEL. TIME SHEETS SHALL SHOW TRAVEL TIME, IF ANY, TIME OF ARRIVAL, TIME OF DEPARTURE AND HOURS WORKED.
2. DETAILS OF PARTS USED:
   IF PARTS USED ARE REGULARLY CARRIED IN STOCK AND MANUFACTURER'S PRICE LISTS ARE USED TO PRICE REPAIR INVOICES, THE CONTRACTOR SHOULD FURNISH A COPY OF THE PRICE LIST TO THE OFFICE OF PURCHASING. IF PARTS ARE PURCHASED TO COMPLETE THE REPAIR, PHOTOCOPIES OF THE INVOICES MUST BE FURNISHED WITH THE CLAIM. COMPLIANCE WITH THE ABOVE IS NECESSARY IN ORDER TO EXPEDITE PAYMENT.

THIS BLANKET OR PURCHASE ORDER IS SUBJECT TO THE PROVISIONS OF THE NEW YORK STATE LABOR LAW AND THE CONTRACTOR WILL PAY THE PREVAILING

<< CONTINUED, NEXT PAGE >>

WAGE RATE AS PUBLISHED BY THE NEW YORK STATE DEPARTMENT OF LABOR (SEE ATTACHED). PRC #2013009001 NASSAU COUNTY, 54 PAGES.
Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

//

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

//

ATTACHMENT: PREVAILING WAGE PKG.

1) THIS BLANKET ORDER IS EXTENDED TO 12/31/2015
PER CONC14002045.

2) Insurance Coverage: Evidence of liability and Workman's Compensation coverage is an integral part of this contract, and is to be sent within ten (10) business days after the receipt of this Blanket Order to this office:

ATTN: FRAN FISHER (BPNC13000320)
Nassau County Office of Purchasing
1 West Street
North Entrance
Mineola, NY 11501

Evidence such as Form ACCORD 25-S or U-26.3 must list the Blanket Order Number and the Buyers name.

3) All other prices, terms and conditions remain the same.

REFERENCE: PERIOD COVERED CLAUSE, PAGE 3, AND VENDOR'S LETTER OF 10/31/2014 FROM TRACEY TREGLIA.

CONC15002451 AUTHORIZES THE EXTENSION OF B/O #BPNC13000320 TO 12/31/2016 PER VENDOR LETTER DATED 12/14/2015 SIGNED BY JAMES GERARDI, CHIEF OPERATION OFFICER
ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

B04-16

Nassau County
Department of Public Works

Staff Summary

Subject : Cedar Creek Chemical Reduction Project 3340 Merrick Road, Wantagh, NY 11793	Date: January 15, 2016
Department : Public Works	Vendor Name: R.J. Industries, Inc.
Department Head Name Shila Shah-Gavnoudias, Commissioner	Contract Number: S35114-10G
Department Head Signature	Personal Services ____ Blanket Res ___ Calendar ____ Bid √ Rules Comm. ____
Project Manager Name: Joseph N. Walker Phone Number: (516) 571-7512	Contract Manager Name: Joseph N. Walker Phone Number: (516) 571-7512

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

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
1/19/20	Dept. Head	1/25/16	Counsel to C.E.
KS 1/22/16	Budget	01/25/2016	County Atty.
1/15/16	Deputy C.E.		County Exec.

Narrative

Purpose:

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

Discussion:

A total of three (3) firms bid. The contract was publicly bid in accordance with General Municipal Law 103. R.J. Industries, Inc. was the lowest responsible bidder with a base bid in the amount of $12,627,700.00.

Impact on Funding:

The contract provides for the expenditure of $12,627,700.00. Bids were opened on December 8, 2015. The lowest responsible bidder, R.J. Industries, Inc. has provided the County with a bid proposal which meets the Departments requirements. Funds for this contract are available in Capital Project No. S35114.

Recommendation:

The Department recommends this contract be approved as submitted.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 25 P 2:24

BC:ss
Revised 2/20/02

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: R.J. Industries, Inc.

2. Dollar amount requiring NIFA approval: $ 12,627,700

Amount to be encumbered: $ 12,627,700 1/4/16

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: 630 Calendar Days

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

If yes, please explain: _____

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

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

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

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

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

General Construction contract S35114-10G for the Cedar Creek on-site sodium hypochlorite generation facility. Completion of the generation facility will result in cost savings when compared to bulk chemical delivery and storage. This greenfield project consists of a pre-engineered metal building with process tanks, equipment and connections to existing plant utilities.

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

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

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

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

Exceeds $50K.

AUTHORIZATION

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

Roseann Dalle 1/25/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

B04-16

RO -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract S35114-10G, ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of R.J. INDUSTRIES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 12,627,700 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: January 20, 2016

SUBJECT: **RECOMMENDATION OF AWARD**

Contract No: S35114-10G

Title: **CONTRACT S35114-10G – ENERGY EFFICIENCY CHEMICAL REDUCTION PROJECT – CEDAR CREEK WPCP**

Bids received on: December 8, 2015

I have examined the bids submitted for the contract mentioned above. Finding them to be in order, I recommend this contract be awarded to **R.J. Industries, Inc.,** as the lowest responsible bidder with a total bid amount of **$12,627,700.00** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:jh

REQUEST TO INITIATE

RTI Number 15-0402

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ■ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: S35114-013C Glen Cove WPCP – Preliminary Treatment Improvements

Department: Public Works Project Manager: Thomas A. Immerso Date: December 2, 2015

Service Requested: Design of the Glen Cove Preliminary Treatment Improvements Project

Justification: Mechanical bar screens, screw conveyor, influent pumps, grit removal, motors and ancillary piping and controls are critical components of the Glen Cove WWTP and are approaching the end of their useful life. Replacing the worn and obsolete equipment with new more efficient equipment will improve reliability of this critical infrastructure and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/(Design)/Construction/CM/Equipment) $430,000.00
Circle appropriate phase

Total Project Cost: $ 5,990,375 (Includes, design, construction and CM)

Date Start Work: 12/18/15 (RFP) (Phase being requested) Duration: 36 months (Design) (Phase being requested)

Capital Funding Approval: YES ☒ NO ☐ _____ SIGNATURE _____ DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☒

NIFS Entered : _____ SIGNATURE _____ DATE

AIM Entered: _____ SIGNATURE 12/15/15 DATE

Funding Code: 35114 013 (use this on all encumbrances)

Timesheet Code: 35114 013 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☐ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ _____ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ _____ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

	Vendor	Quote	Comment	See Attached Sheet ☐
1.	RJ Industries	$12,627,700.00		
2.	Posillico Civil Inc.	$14.694,000.00		
3.	Silverite Construction Co. Inc.	$16,200,000.00		
4.				

DCE/Ops Approval: YES NO Signature _____

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Division of Administration
Att: Loretta V. Dionisio, Hydrogeologist II

FROM: Division of Engineering
Water/Wastewater Engineering Unit

DATE: January 15, 2016

SUBJECT: RECOMMENDATION OF AWARD

Contract No. S35114-10G

Title: Cedar Creek WPCP Chemical Reduction Project

Engineer's Estimate: $15,369,482.00

Bids Received On: December 8, 2015

The bids received for the above-mentioned contract have been examined; and, the bid submitted by R.J. Industries, Inc. in the amount of $12,627,700 is acceptable as the lowest responsible bidder.

We believe awarding the contract to R.J. Industries, Inc. is in the County's best interest as their bid amount was below the engineers estimate.

Since this bid is less than the engineer's estimate (18%); and, adequate funds are available (Capital Project No. CSW S35114), it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached, herewith, please find a completed Staff Summary, NIFA form, and Request to Initiate form for your information and use. Also, included is the design engineer's recommendation.

Kenneth G. Arnold
Assistant to Commissioner

KGA:JLD:cs
Attachments
c: Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Joseph N. Walker, Assistant Superintendent of Water Supply

Cedar Creek Water Pollution Control Plant Efficiency Capital Improvement Chemical Reduction

Bid Opening: 12/8 /2015 **Engineer:** Joseph Walker **Phone:** (516) 571-7580

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
RJ Industries	75 East Bethpage Road Plainview, NY 11803-0349	Liberty Mutual Insurance Comp	10% Amt Bid	$12,627,700.00	$0.00
Posillico Civil, Inc.	1750 New Highway Farmingdale, NY 11735	Liberty Mutual Insurance Comp	10% Amt Bid	$14,694,000.00	$0.00
Silverite Construction Co., Inc	520 Old Country Road West Hicksville, NY 11801	Zurich American Insurance Co	10% Amt Bid	$16,200,000.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

CDM Smith

60 Crossways Park West, Suite 340
Woodbury, NY 11757
tel: 516-496-8400
fax: 516-921-1521

January 8, 2016

Joseph L. Davenport, P.E.
Chief Sanitary Engineer
Unit Head, Water/Wastewater Engineering Unit
Nassau County Department of Public Works
3340 Merrick Road, Building R, 3rd Floor
Wantagh, New York 11793

Subject: Nassau County, New York - Wastewater Facilities Efficiency Improvements
Contract No. S35114-10G Onsite Hypochlorite Generation (OSHG) Project
Bid Evaluation and Recommendation

Dear Mr. Davenport:

On December 8, 2015, Nassau County Department of Public Works (NCDPW) received three bids for the above referenced project. Camp Dresser McKee & Smith (CDM Smith) has performed a bid analysis of the bids received. Below is our summary of the analysis, references, and recommendation.

Bid Analysis

CDM Smith has reviewed the lump sum bids for Contract No. S35114-10G which are summarized as follows:

	Engineer's Opinion Of Probable Construction Cost	R.J. Industries, Inc.	Posillico Civil, Inc.	Silverite Construction Co, Inc.
ITEM NO. 1 - LUMP SUM OF BASE BID	$15,146,482	$12,350,700	$14,384,000	$15,850,000
ITEM NO. 2 - ALLOWANCE FOR MISCELLANEOUS ADDITIONAL WORK	$250,000	$250,000	$250,000	$250,000
ITEM NO. 3 - LUMP SUM - CPM SCHEDULING SYSTEM	-	$27,000	$60,000	$100,000
TOTAL	**$15,396,482**	**$12,627,700**	**$14,694,000**	**$16,200,000**

R. J. Industries, Inc (R.J. Industries) is the apparent low bidder with a bid that is approximately $2.7 million (17.8%) less than the Engineer's Opinion of Probable Construction Cost. We believe the bid offered by R.J. Industries is reasonable and R.J. Industries has affirmed their commitment to the County to honor this bid price.

References

Name: John Berchtold, Suffolk County DPW
Project: Bergen Point WWTP (SCSD #3) Influent Pump Station Butterfly Valve Replacement Project
Completed: 2014

Mr. Berchtold indicated R.J. Industries is very good to work with, professional, responsive and accessible. The project went well and Mr. Berchtold said R.J. Industries is capable of handling a project in the $13M size range.

Name: Joseph Mautarano, D&B Engineers and Architects
Project: Great Neck WPCD Plant Upgrade and Expansion Project; Mictoturbine Cogeneration Facility Project
Completed: 2014 (both projects)

Mr. Mautarano confirmed his work experience with R.J. Industries on the Great Neck WPCD Plant Upgrade and Expansion to 5.3 MGD and the Mictoturbine Cogeneration Facility projects. Mr. Mautarano stated R.J. Industries was easy to work with, finished on time, was reasonable on change orders, and performed satisfactorily. Mr. Mautarano indicated he would use them for work in the future.

Nassau County DPW has also worked with R.J. Industries on past projects, and is currently working with them on the Heating Hot Water Piping Temporary System at the Bay Park STP. The County has indicated they are satisfied with R.J. Industries work.

Past Experience

CDM Smith also reviewed the Qualification Statement submitted with R. J. Industries, Inc.'s proposal. From the list of current and past projects performed, it is apparent that R. J. Industries has at least nine (9) projects involving work for the Nassau County DPW (NCDPW) and has performed work at the Cedar Creek WPCP. Contracts with the NCDPW range in value from $0.8M to $28.7M.

In addition to work with the NCDPW, R. J. Industries has significant experience with projects involving wastewater facilities in the area.

Award Recommendation

Based upon the above, CDM Smith recommends that this contract be awarded to the lowest responsive responsible bidder, RJ Industries, in the amount of $12,627,700. CDM Smith's recommendation is based on confirmation by the County of R.J. Industries compliance with the bonding, insurance, and other bidding requirements of the Contract, and satisfactorily providing all "Additional Information" as requested by the County in a letter dated December 30, 2015 to R.J. Industries.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to working with the County during the construction phase of this important project.

Sincerely,

Howard Matteson, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: J. Walker, Nassau County
C. Korzenko, CDM Smith

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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: R.J. Industries, Inc.

CONTRACTOR ADDRESS: 75 East Bethpage Rd. Plainview, NY 11803

FEDERAL TAX ID #: 11-3401288

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 Newsday on November 6, 2015. The sealed bids were publicly opened on December 8, 2015. Three [3] sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

1/20/16

Date

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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: October 29, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Cedar Creek WPCP – Chemical Reduction Project
S35114-10G General Construction Contract

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
General construction at the Cedar Creek Water Pollution Control Plant

2. The work involves the following:
Construction of an on-site sodium hypochlorite generation facility at the Cedar Creek Water Pollution Control Plant.

3. An estimate of the cost is: $12,148,082

4. An estimate of the duration is: Two (2) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta V. Dionisio, Hydrogeologist II
Joseph N. Walker, Assistant Superintendent Water Supply

PROPOSAL

NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: R.J. Industries, Inc.

Bidder:

(Individual, Firm or Corporation (S) as case may be)

Bidder's Business Address: 75 East Bethpage Road; Po Box 349 Plainview, NY 11803

Telephone: 516-845-9772 Date of Bid: Dec. 8, 2015

FAX: 516-454-1759

NO TEXT THIS PAGE

PROPOSAL

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual: _____

Residence of Individual: _____

(If Bidder is a Firm, fill in the following blanks:)

Name and Residence of Partner: _____

Name and Residence of Partner: _____

Name and Residence of Partner: _____

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of: New York

Name and Residence of President: Richard O. Felicetta [redacted]

Name and Residence of Vice-President: John C. Doremus [redacted]

Name and Residence of ~~Secretary~~ V.P.: John E. Koziarz [redacted]

Name and Residence of Treasurer: Secretary - William J. Doremus [redacted]

NO TEXT THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this Bid; and that no other person, firm or corporation, except those herein named, has any interest in this Bid or in the Contract proposed to be entered into.

2. That this Bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a Bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety contractor or otherwise.

4. That no officer or employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or will become interested directly, or indirectly, as a contracting party, partner, stockholder, Surety or otherwise in this Bid, or in the performance of the Contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the Site of the Work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the Work; the character, quality and quantity of existing materials; all difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the Work; the general and local conditions; and all other items and conditions which may, in any way, affect the Work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the Work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach the Contractor shall be required to have such a license.

NO TEXT THIS PAGE

I. Rejection of Bids

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.
7. Bids may be rejected if the County determines that the contractor's experience and qualification statement does not show adequate experience with projects of similar size, scope and complexity, particularly concerning maintenance of plant operations (MOPO) and complex phasing and sequencing of equipment on and off line during construction.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of the various items multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate price bid, if any.

NO TEXT THIS PAGE

THIS PAGE SHALL BE COMPLETED BY CONTRACTOR SUBMITTING
A BID ON GENERAL CONSTRUCTION
CONTRACT NO. S35114-10G

ITEM NO.	APPROXIMATE QUANTITIES	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT BID PRICE DOLLARS	AMOUNT BID PRICE CENTS
1	Lump Sum	Base Bid for furnishing all labor, materials and equipment required for all General Construction work associated with the proposed onsite hypochlorite generation facilities at Cedar Creek WPCP. Twelve Million, three hundred and Fifty thousand, Seven hundred dollars / Dollars / NO Cents	—	—	$12,350,700	00
2	Allowance	For furnishing all labor, materials, equipment and incidentals for Miscellaneous Additional Work, as ordered by the County. Two-Hundred and Fifty Thousand / Dollars / No / Cents	$250,000	00	$250,000	00
3	Lump Sum	For furnishing all services, copies, and incidentals required to provide Critical Path Method Scheduling System in accordance with, but not limited to, Section 01311. Twenty Seven Thousand and NO / Dollars / Cents	27,000	- -	27,000	00

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): $ 12,627,700.

TOTAL AMOUNT BID (Bid Item Nos. 1 thru 3): MUST BE WRITTEN IN WORDS:

Twelve Million, Six hundred Twenty Seven Thousand, Seven hundred dollars + No Cents
DOLLARS / CENTS

GENERAL CONSTRUCTION

ALLOWANCES. It is expressly understood and agreed that the total Bid presented in this Proposal is the basis for establishing the amount of the Bid Security and includes the following allowances:

1. Item No. 2: An Allowance of Two Hundred and Fifty Thousand dollars ($250,000) for miscellaneous additional work.

All in accordance with the requirements of Division 1, Special Conditions; Section 01010, Summary of Work; Section 01020, Allowances; and Section 01025, Measurement and Payment.

Final Contract Payment for allowance items shall be based upon actual payments, and not on the approximate amounts cited herein.

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and all allowance items.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system supplier for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

SPECIFICATION NUMBER	DESCRIPTION	MANUFACTURER OR SUPPLIER
11344	FRP Chemical Storage Tanks	Kane Davey Associates Process Controls Process Equipment Sales or Equal
11500	Sodium Hypochlorite OSG Equipment Package	Electrolytic Technologies, LLC (Coral Gables, FL) or Equal
13125	Metal Building Systems	Butler Buildings or Equal
15855	Air Handling Units	Carrier, Trane or Equal
16450	Low Voltage Switchgear	Square D or Equal
16480	Low Voltage Motor Control Centers	Square D or Equal
16502	Lightning Protection System	~~Square D~~ Approved Lightning or Equal
16720	Fire Alarm System	~~Square D~~ Simplex or Equal

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IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

12/8/15
Signature/Date

Richard O. Felicetta, President
Print Name and Position

Richard O. Felicetta
Pres

NO TEXT THIS PAGE

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No +

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

R.J. Industries, Inc.
(Name of Business)

Richard O. Felicetta,
President

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all Work in accordance with the Plans and Specifications:

Bidder: R.J. Industries, Inc.
(Individual, Firm or Corporation as case may be)

Individual's Social Security No.: _____

Federal I.D. No. 11-3401288

By: _____
(Signature of Individual, Partner or Corporate Officer)

(Print): Richard O. Felicetta

Title: President

(Where Bidder is a Corporation Add)

ATTEST: _____
Secretary

(Corporate Seal)

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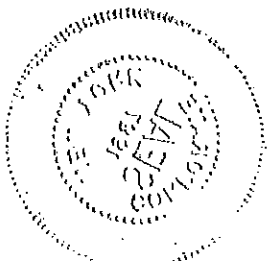

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____ Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me this ___ day of _____ 20____.

_____
Notary Public

NO TEXT THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

Richard O. Felicetta Being duly sworn, deposes and says: That he resides at Suffolk County, NY at he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said Corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me this 8 day of Dec. 20 15.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 16

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. S35114-10G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
R.J. Industries, Inc. 75 East Bethpage Rd. Plainview, NY 11803 Federal ID No.: 11-3401288	Energy Efficiency, Chemical Reduction Project at Cedar Creek WPCP	12/8/15	$12,627,700.-

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- [x] Plumbing and Gas Fitting
- [x] Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- [ ] Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [ ], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) *only* one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Bang Electric Farmingdale, NY Federal ID No.	☐	☐	☑	Electric / Division 16	$2,200,000
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Vice President Date: 12/8/15

NO TEXT THIS PAGE

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Greater Atlantic Beach Treatment Facility (Phase II)	Greater Atlantic Beach Water Reclation District	Cameron Engineering Mark Rauber 516-827-4900	$1,828,800	2013
Water Authority of Western Nassau County Wellhead Treatment for Iron Removal at Plants 28 & 30 (General Construction & Plumbing)	Water Auth Western Nassau Joseph Corbisiero 516-327-4053	John Collins H2M Group 631-756-8000	$4,872,523	2013
Port Washington WPCD Biosolids Building Rehabilitation	Port Washington WPCD	Robert Breslin 516-924-4376	$814,400	2013
Port Washington Water District Packed Tower Aeration	Port Washington Water	Dvirka Bartillucci Phil Sachs	$734,400	2013
Port Washington WPCD Plant Upgrade (Install New BNR System)	Port Washington WPCD	Robert Breslin 516-924-4376	$20,988,800	2012
Stony Brook University East Campus Well Replacement	State University of NY	Paul Van Loan 631-632-3067	$1,076,423	2012
Shoreham Wading Rive CSD Replace Fuel Oil Storage Tanks	Shoreham-Wading River CSD	Burton Behrendt Smith 631-475-0349	$624,800	2012
Patchogue WWTP Upgrade & Expansion - GC & Mechanical	Village of Patchogue	Steven Cluff H2M Group 631-756-8000	$8,906,550	2011

As of June 30, 2015

R.J. Industries, Inc.

PROJECT & LOCATION	OWNER	Contractor / Consultant	CONTRACT AMOUNT	DATE COMPLETED
Bay Park STP Dechlorination Facility - General Const.	Nassau County DPW	Nassau County - DPW James Gallagher 516-571-7220	$3,647,700	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant General Construction	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$1,578,440	2011
Manhasset Lakeville Water District IU Willets Water Treatment Plant Chemical Bulk Storage	Manhasset - Lakeville Water District	Ben Bletsch H2M Group 631-756-8000	$548,440	2011
Jericho Water District Well No. 5 - GC & Mechanical Work	Jericho Water District	Joe Todaro Sidney Bowne 516-746-2350	$774,880	2011
Cedar Creek WPCP Install New Gravity Belt Thickner	Nassau County DPW	Hazen and Sawyer Mike De Nicola 212-539-7038	$14,424,400	2010
SUNY - Stony Brook, Sewer Dist No. 21 Standby Effluent Pump Station	Suffolk County, DPW	Suffolk County - DPW John Donovan	$622,980	2010
SUNY - Stony Brook East Campus Cooling Tower Replacement	SUNY - Stony Brook	Kevin Rooney 631-632-6222	$10,389,900	2010
Greenlawn Water District Treatment for Volatile Organics Compounds (VOC) Removal at Plant 13 - General Cont.	Greenlawn Water Dist.	Ben Bletsch H2M Group 631-756-8000	$929,800	2010

As of June 30, 2015

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned R.J. Industries, Inc.

as Principal; and Liberty Mutual Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of Proposal Price dollars ($ 10% of P.P.) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 2nd day of December, 20 15

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. S35114-10G for the Energy Efficiency Chemical Reduction Project; Cedar Creek WPCP Contract No. S35114-10G - General Construction.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

R.J. Industries, Inc.
75 East Bethpage Road, P.O. Box 349, Plainview, NY 11803
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
William J. Doremus, Secretary-Treasurer

by _____ (L.S.)
Title

by _____ (L.S.)
Title

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Surety

by _____ (L.S.)
Title of Officer Susan Lupski, Attorney-In-Fact

Witness:
~~Attest:~~ _____ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXXXX~~ Desiree Cardlin

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 3rd day of December, 2015, before me personally came William J. Doremus to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted]
that he is the Secretary-Treasurer of the R.J. Industries, Inc.
the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of
the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Nassau)

On this 2nd day of December , 20 15 , before me personally came Susan Lupski to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-In-Fact of the Liberty Mutual Insurance Company , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Dana Granice further said that he is acquainted with Susan Lupski and knows him to be the Attorney-In-Fact of said company; that the signature of the said Susan Lupski subscribed to the within instrument is in the genuine handwriting of the said Susan Lupski and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Dana Granice .

DANA GRANICE
Notary Public, State of New York
No. 01GR6099128
Qualified in Suffolk County
Commission Expires 9/22/2019

Notary Public

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. [redacted]

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille Maitland; Colette R. Chisholm; Desiree Cardin; George O. Brewster; Gerard S. Macholz; Lee Ferrucci; Mia Wod-Warren; Nelly Renchiwich; Peter F. Jones; Rita Sagistano; Robert T. Pearson; Susan Lupski; Thomas Bean; Vincent A. Walsh

all of the city of Uniondale, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of July 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of July 2015 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman of the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 02 2015 day of _____, 20_____.

By: _____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call [illegible] EST on any business day.

LMS 12873_122013

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets	Liabilities
[redacted]	[redacted]

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T A Mikolajewski

Assistant Secretary

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

LIBERTY MUTUAL INSURANCE COMPANY

Of Boston, Massachusetts

a corporation organized under the laws of the State of Massachusetts and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of [redacted] as is shown by its sworn financial statement for the Year-End as of December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 17th day of March, 2015

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

SUBCONTRACTOR LIST AND SCHEDULE OF VALUE

Cedar Creek WPCP
Chemical Reduction Project

Onsite Hypochlorite Generation Facility

BIDDER: R. J. Industries, Inc.

SUBCONTRACTORS:

1. Plumbing:
   a. Company: Self Perform
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: _____

2. Heating, Ventilating, and Air Conditioning
   a. Company: Self Perform
   b. Address: _____
   c. Telephone: _____
   d. Contact Name: _____
   e. Subcontract Value: _____

3. Electrical:
   a. Company: Bina Electric
   b. Address: Gazza Blvd. Farmingdale, NY
   c. Telephone: 631-249-6110
   d. Contact Name: Steve Bender
   e. Subcontract Value: $2,700,000.00

NO TEXT ON THIS PAGE

PROPOSAL

NASSAU COUNTY, NEW YORK
DEPARTMENT OF PUBLIC WORKS

ENERGY EFFICIENCY
CHEMICAL REDUCTION PROJECT

CONTRACT NO. S35114-10G - GENERAL CONSTRUCTION

INDEX FOR PROPOSAL

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NO TEXT THIS PAGE

COUNTY OF NASSAU

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

1. Name of the Entity: R.J. Industries, Inc.

Address: 75 East Bethpage Road; PO Box 349

City, State and Zip Code: Plainview, NY 11803

2. Entity's Vendor Identification Number: 11-3401288

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp sub s-corp Other (specify)

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

Richard O. Felicetta, President [redacted]

John C. Doremus, Vice President

John E. Koziarz, Vice President

William J. Doremus, Secretary-Treasurer

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

see response to question #4

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.

R.J.I. Mechanical, Inc. 18-15 129th Street; College Point, NY 11356
affiliate of R.J. Industries, Inc.

RJ/Scalamandre, JV 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc. and Peter Scalamandre and Sons Corp.

BSRJ A T/V 75 East Bethpage Road; Plainview, NY 11803
a joint venture of RJ Industries, Inc., Peter Scalamandre and Sons, Corp and Bana Electric Corp.

**None of the affiliates are currently scheduled to perform on contract S35114-10G.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

none

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 12/8/15

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

---

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

N/A

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

N/A

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

N/A

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

N/A

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

Dated: 12/8/15

Signed: [signature]

Print Name: Richard O. Felicetta

Title: President

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard O. Felicetta, President

Name and Title of Authorized Representative

m/d/yy

Signature

12/8/15

Date

R.J. Industries, Inc.

Name of Organization

75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Business History Form

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

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

Date: November 10, 2015

1) Bidder's/Proposer's Legal Name: R.J. Industries, Inc.

2) Address of Place of Business: 75 East Bethpage Road; Plainview, NY 11803

List all other business addresses used within last five years: n/a

3) Mailing Address (if different): 75 East Bethpage Road; PO Box 349; Plainview, NY 11803

Phone : 516-845-9772

Does the business own or rent its facilities? n/a

4) Dun and Bradstreet number: n/a

5) Federal I.D. Number: 11-3401288

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

7) Does this business share office space, staff, or equipment expenses with any other business? Yes x__ No ___ If Yes, please provide details: RJ manages BSRJ A T/V & RJ/Scalamandre, JV out of it's main office in Plainview, NY.

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes x__ No ___ If Yes, provide details. R.J.I. Mechanical, Inc.

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

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

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

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

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

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

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

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

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

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

occurrence. _____

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

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

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

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. none

(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 as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. none

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.

17)a)(ii) In 2014, RJ had an open position for an MWBE Officer; we attempted to fill the position with a former employee who was our MWBE Officer but she declined. We received a resume from Brittany Pedenzin, who happens to be related to Robert Pedenzin, an employee of Hazen and Sawyer, the engineering firm currently working for Nassau County.
Brittany was hired and has been working as our MWBE officer on all RJ (& related) projects since April 7, 2014.

17)b) We would be willing to assist Nassau County on any initiatives that would help the County maintain protocols that eliminate potential conflicts of interest. Should we learn of any potential / questionable issues that may arise, we intend to notify the County for its determination of what is appropriate.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 9/2/1997

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

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

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 25 non-union / union varies (25-35)

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

see enclosed schedule of projects

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company see attached

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

Company

Contact Person

Address

City/State

Telephone

Fax #

E-Mail Address

CERTIFICATION

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

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

Sworn to before me this 8th day of December 2015

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 2018

Name of submitting business: R.J. Industries, Inc.

By: Richard O. Felicetta
Print name

Signature

President
Title

12/8/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard O. Felicetta
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   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 9 / 2 /1997 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Stockholder (45% interest in R.J. Industries, Inc.)

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES X If Yes, provide details.
   Personal Guarantor - RJ (& affiliated) credit lines at Signature Bank

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X ; If Yes, provide details.
   Managing Member of RJ/Scalamandre, JV and BSRJ A T/V

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

Sworn to before me this 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

R.J. Industries, Inc.
Name of submitting business

Richard O. Felicetta
Print name

Signature

President
Title

12/8/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John C. Doremus
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 75 East Bethpage Road; PO Box 349
   City/state/zip Plainview, NY 11803
   Telephone 516-845-9772
   Other present address(es) na
   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 9/2/1997 to present ___/___/___
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES _x_; If Yes, provide details.
   BSRJ a T/V & RJ/Scalamandre, JV

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO x___ YES ___ If Yes, provide details for each such investigation.

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

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

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

CERTIFICATION

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

Sworn to before me this 8th day of December 20 15

Notary Public

EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 18

RJ Industries, Inc.
Name of submitting business

John C. Doremus
Print name

Signature

Vice President
Title

12 / 8 / 15
Date

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 17

2. How many years experience in the construction work of a similar type as this contract has your firm had?

   a. as a Prime Contractor 7

   b. as a Subcontractor 17

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of Work	Percent Completed	Name and Address of Owner or Contracting Officer
see attached			

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to you? no
   If so, identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? no
   If so, identify the project, the owner, the contract amount, the circumstances and the date of all default actions.

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and date of all such declarations.

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been an officer, partner or principal of some other firm?

a. that failed to complete a construction contract? no
If so; state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts?
no

If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? no
If so; state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

none

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

none

10. In what other lines of business are you financially interested?

Real Estate Partnership 512 W 185th Street, LLC (minority interest)

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Richard O. Felicetta,	President,	27 yrs,	General & Mechanical	Executive/Project Mgt
John C. Doremus,	Vice President,	24 yrs,	General & Mechanical	Executive/Project Mgt
John E. Koziarz,	Vice President,	24 yrs,	Mechanical	Proj. Mgmt.
William J. Doremus,	Sec. Treasurer	16 yrs.		Finance/Admin

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
see attached			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

Signature Bank - 2010 Grove RT 600E (50 Ton Crane)

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.
Review of contract documents & pre-bid site visit

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.
Will perform in accordance with owner approved schedule

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.
John Doremus

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See attached sample certificate

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "**Qualifications and Responsibility of Bidders**" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Richard O. Pelicetta, President

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

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

Richard O. Feliciotta
_____ Being duly sworn, deposes and says:
That he resides at [redacted] Street,
in the City of [redacted] that he is the President of
R.J. Industries, Inc.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this 8th day of December, 2015

_____
Notary
EVELYN DELLA RATTA
Notary Public, State of New York
01DE4854133
Qualified in Nassau County
Commission Expires May 27, 20 16

(Form of affidavit where Bidder is a firm)

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

_____ Being duly sworn, deposes and says:
That he is a member of
the firm in which executed the foregoing bid; that he duly subscribed in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
this day of , 20

_____
Notary

(Form of affidavit where Bidder is a individual)

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

_____ Being duly sworn, deposes and says:
That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
this day of , 20

_____
Notary

R.J. Industries, Inc.

75 East Bethpage Road
P.O. Box 349
Plainview, New York 11803-0349

Phone: (516) 845-9772
Fax: (516) 454-1759

January 6, 2016

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

Att: Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

Re: Contract No. S35114-10G
Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
M/WBE Utilization Waiver Request

Dear Commissioner,

Reference is made to the above noted Project. Please find enclosed our M/WBE utilization plan for the above project.

There are several items where we were unable to locate a certified M/WBE firm to provide the following scopes of work.

Spec. Section	Description	Amount
01020	Allowances	250,000.00
	Bond (Insurance)	588,720.00
02316	Auger Cast Grout Piles	860,000.00
	Metal Building System	556,000.00
11344	FRP Chemical Storage Tanks	218,000.00
11500	OGS Tanks	3,380,000.00
	Total Requested Waiver	**5,852,720.00**

Therefore, we respectfully request a waiver for the project whereby our goal is calculated by a modified contract amount to reflect this situation. Should you accommodate our request and approve our waiver, our amended goal would be as follows:

Original Contract Amount	12,627,700.00
Less Waived Items	5,852,720.00
Amended Contract for M/WBE Goal Purposes	$6,774,980.00
Amended M/WBE Goal – 20%	$1,354,996.00

We trust the above is in order and await your timely reply.

R.J. Industries, Inc.

Very truly yours,
R.J. Industries, Inc.

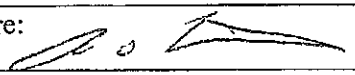
Richard Felicetta
President

JD/ed
cc: Brent Chow (Jacobs)
John Koziarz (RJ)
Joe Walker (NC)
John Doremus (RJ)

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: R.J. Industries, Inc.
Address (street/city/state/zip code): PO BOX 349, Plainview, NY 11803
Authorized Representative (name/title): Richard Felicetta, President
Authorized Signature: 
Contract Number: S35114-10G
Contract/Project Name: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP
Contract/Project Description: Energy Efficiency Chemical Reduction Project Cedar Creek WPCP

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$12,627,700.00		
Total MBE Dollar Amount	$225,000.00	MBE Contract Percentage	1.78%
Total WBE Dollar Amount	$290,000.00	WBE Contract Percentage	2.29%
Total Combined M/WBE Dollar Amount	$515,000.00	Combined M/WBE Contract Percentage	4.07%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Sirina Fire Protection Address: 151 Herricks Road City: Garden City State/Zip Code: NY, 11040 Authorized Representative: Anthony Florez Telephone No. 516-942-0400	Sprinkler System	Amount ($): 75,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: A K De Rama Industrial Control Systems Inc. Address: 253 Sheffield Street City: Mountainside State/Zip Code: NJ, 07092 Authorized Representative: Antonio De Rama Telephone No. 908-789-1600		Amount ($): 150,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: DME Construction Associates, Inc. Address: 126 Old Field Road City: Setauket State/Zip Code: NY, 11803 Authorized Representative: Peter Chardon Telephone No. 631-689-2616	Roofing	Amount ($): 145,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Atlantic Reinforcing Concrete Co., Inc. Address: 14 Burt Drive, Unit G City: Deer Park State/Zip Code: NY, 11729 Authorized Representative: Erin Lynam Telephone No. 631-242-5020		Amount ($): 125,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD
Name: Hailey Insulation Corporation Address: 585 Route 25A City: Rocky Point, NY 11778 State/Zip Code: NY, 11778 Authorized Representative: Amy Donnelly Telephone No. 631-689-0450		Amount ($): 20,000.00 Award Date: TBD	Start Date: TBD Completion Date: TBD

Contract ID#: CLTS15000001

Department: Traffic Safety Board

E-51-16

Contract Details

SERVICE STOP DWI Enforcement

NIFS ID #: CLTS15000001 NIFS Entry Date: 12/31/2015 Term: from 01/01/15 to 12/31/15

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

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

Agency Information

Vendor

Name: **Danielle P. Rella**

Vendor ID#: [redacted]

Address: [redacted]

Contact Person: Danielle P. Rella

Phone: [redacted]

County Department

Department Contact: Christopher Mistron
STOP DWI Coordinator

Address: 1194 Prospect Avenue
Westbury, NY 11590

Phone: (516) 571-7021

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
1/19/16 1/19/16	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☒	12/31/15 12/31/15		
	OMB	*NIFS Approval* ☐	1/20/16		Yes ☐ No ☐ Not required if blanket resolution
1/25/16	County Attorney	*CA RE & Insurance Verification* ☑	1/25/16		
1/26/16	County Attorney	*CA Approval as to form* ☑	1/26/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	2/4/16	Loretta A Nelson	
	Rules ☑ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
2/4/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/4/16		

PR5254 (8/04)

Contract ID#: CLTS15000001

Department: Traffic Safety Board

Contract Summary

Description: Danielle P. Rella

Purpose: The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination od enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community. Amendment necessary due to the addition of Police Academy classes

Method of Procurement: : The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.

Procurement History: Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing it's safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.

Description of General Provisions:

The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board.

Impact on Funding / Price Analysis: The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.

Change in Contract from Prior Procurement: No change in funding from prior grant award.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	81
Resp:	X5
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$ 2,500.00
TOTAL	$ 2,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE501	$ 2,500.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 2,500.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher M. Mistron, STOP-DWI Coordinator **Date:** 12/31/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/4/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

E-51-16

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Danielle P. Rella is assisting the Traffic Safety Board and STOP DWI in various educational programs, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to the agreement with Danielle P. Rella.

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: Danielle P. Rella

CONTRACTOR ADDRESS [redacted]

FEDERAL TAX ID # [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

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

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

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

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

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/19/2016
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (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 Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [redacted]0 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTS15000003 between the County and the Contractor, executed on behalf of the County on March 18, 2015, (the "Original Agreement"), the Contractor assists the Traffic Safety Board and STOP DWI Program, as more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 until December 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for an additional two (2), one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Twenty-Four Thousand Five Hundred Dollars ($24,500.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Thousand Five Hundred Dollars ($2,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Twenty-seven Thousand Dollars ($27,000.00) (the "Amended Maximum Amount"). The Amendment Maximum Amount shall be payable to the Contractor for Services performed by the Contractor at an hourly rate of Forty Dollars ($40.00) for a total of 62.5 hours.

2. Compliance with Law. (a) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, attached as Appendix L is a current Living Wage Law certification of compliance.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

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

DANIELLE P. RELLA

By: _____

Name: Danielle P. Rella

Title: Traffic Safety

Date: 1/19/16

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of January in the year 2016 before me personally came Danielle P. Bella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Individual of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified In Nassau County
Commission Expires May 22, 2018

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

On the ____ day of _____ in the year 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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Danielle P. Rella _____ (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/19/2016
Dated

Signature of Chief Executive Officer

Danielle P. Rella
Name of Chief Executive Officer

Sworn to before me this
19th day of January, 2016.

Notary Public

CHRISTOPHER M. MISTRON
NOTARY P[illegible] State of New York
[illegible]39
Qual[illegible] Nassau County
Commission Expires May 22, 20[illegible]

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI5044039
Qualified In Nassau County
Commission Expires May 22, 2018

COUNTY OF NASSAU

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

1. Name of the Entity: [redacted]

Address: [redacted]

City, State and Zip Code: [redacted]

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

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Contractor Other (specify)

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

N/A

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

N/A

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A

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

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

Dated: 1/19/16

Signed: Rella

Print Name: Danielle Rella

Title: Traffic Safety

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

---

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

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

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

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

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

Dated: 1/19/16

Signed: Rella

Print Name: Danielle Rella

Title: Traffic Safety

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 ID#: CQTS15000003

Department: Traffic Safety Board

Contract Details

SERVICE STOP DWI Enforcement

NIFS ID #: CQTS15000003 NIFS Entry Date: 2/25/2014 Term: from 01/01/15 to 12/31/15

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

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

Agency Information

Vendor

Name: [redacted]a

Vendor ID#: [redacted]

Address: [redacted]

Contact Person: Danielle P. ReIla

Phone: [redacted]

County Department

Department Contact: Christopher Mistron, STOP DWI Coordinator

Address: 1194 Prospect Avenue, Westbury, NY 11590

Phone: (516) 571-7021

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☒	2/24/15 2/24/15		
2/26/15	OMB	*NIFS Approval* ☐	2/27/15		Yes ☐ No ☐ Not required if blanket resolution
3/3/15	County Attorney	*CA RE & Insurance Verification* ☐	3/3/15		
3/3/15	County Attorney	*CA Approval as to form* ☑	3/3/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☑
3/3/15	County Attorney	*NIFS Approval* ☑	3/3/15		
	Comptroller	*NIFS Approval* ☑	4/1/15		
3/31/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg* ☐	4/1/15		

PR5254 (8/04)

Contract ID#: CQTS15000003

Department: Traffic Safety Board

Contract Summary

Description: Danielle P. Rella
Purpose: The mission of the Traffic Safety Board and STOP DWI Program is to enhance safety on Nassau County roadways through the coordination od enforcement and education. The use of County designed programs are enhanced with the assistance of a Traffic Safety Educator who assist the department in advancing roadway safety in the schools and community.
Method of Procurement: : The County funds the Council activities via personal services contract funded through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides for the individual to advance programs in the capacity of a Traffic Safety Educator. The Traffic Safety Board's funding helps to defray the administrative costs of the program.
Procurement History: Danielle Rella has had experience as an educator with MADD Long Island. Her organizational skills advanced MADD's programs throughout Nassau County. The Traffic Safety Board is advancing it's safety programs and community outreach by the addition of a safety educator to assist in the programs of the STOP DWI program as outlined in the annual DWI Plan.
Description of General Provisions: The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk; promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. In addition the Contractor shall assist the department in coordinating all grant programs administered by the board.
Impact on Funding / Price Analysis: The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the 2014 STOP-DWI Annual Plan that has been approved by the Department of Motor Vehicles.
Change in Contract from Prior Procurement: No change in funding from prior grant award.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	81
Resp:	X5
Object:	DE
Transaction:	501

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$ 24,500.00
TOTAL	$ 24,500.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TSGRT8100OTH/DE501	$ 24,500.00
2		$
3	APPROVED: 3/3/15	$
4		$
5		$
6		$
	TOTAL	$ 24,500.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Christopher M. Mistron, STOP-DWI Coordinator Date: 2/24/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael L Cohen	Name	Date 3/11/15
Date 4/2/2015	Date 4/1/15	(For Office Use Only) E #:

PR5254 (8/04)

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Danielle P. Rella

CONTRACTOR ADDRESS [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

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

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

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

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

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/25/2015
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 5 , 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the Traffic Safety Board, having its principal office at 1194 Prospect Avenue, Westbury, New York, 11590 (the "Department"), and (ii) Danielle P. Rella, having her principal office at [redacted] "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015, 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 an additional two (2) one (1) year periods.

2. Services. The Contractor shall, assist the Traffic Safety Board and STOP DWI program including but not limited to:

(a) Performing educational programs for Nassau County schools and community organizations on a variety of Traffic Safety/STOP DWI programs. These programs shall include but not be limited to STOP DWI, Safety Belt use, Texting and Driving, and vehicle and roadway safety.
(b) Assist in creating educational materials and programs for STOP DWI.
(c) Assist the Traffic Safety/STOP DWI Coordinator in maintaining crash statistics.
(d) Assist the Traffic Safety/STOP DWI Coordinator with media releases and events.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Twenty-Four Thousand Five Hundred Dollars ($24,500.00) payable at per the attached budget attached hereto as "Appendix A."

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Expenses. The Contractor shall be compensated within the Maximum Amount for all reasonable expenses properly incurred within the scope of this Agreement, including, but not limited to, the following:

i. Hotel accommodation expenses while away to provide Services within the scope of this Agreement; such expenses shall not exceed the County government rate.

ii. Food while away to provide Services within the scope of this Agreement, which shall not exceed Thirty Dollars ($30.00) per day.

iii. Travel expenses to and from meetings relating to the Services to be provided within the scope of this Agreement including attendance at the NY State Commission on Forensic Science Meetings.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof). Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges that he may have access to confidential information of the County ("Confidential Information") and warrants that he shall take all steps necessary to maintain that confidentiality and to prevent disclosure of the Confidential Information in his possession. The obligation of this paragraph shall survive termination of this Agreement.

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

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

appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Party, and their respective officers, employees, and agents (the "Indemnified Party") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the indemnifying Party or its respective Agents.

(b) Except as provided in paragraph (a) above, the County will indemnify the Contractor for all Services he provides within the scope of this Agreement and will hold him harmless from any and all liability arising from any third- party litigation as a result of this agreement. The County shall provide legal representation for the Contractor for any litigation brought by third parties resulting from the Services provided by the Contractor within the scope of this Agreement.

(c) The Parties shall cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding 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 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. In the event that the Contractor is not required to carry such insurance under the Law, they shall provide to the County a letter indicating that the Contractor, Elizabeth Spratt, has no employees.

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. The County hereby consents to Contractor's sub-contracting of portions of the Services to the following individuals: Thomas Camporese, MS, Senior Toxicologist; Christopher Cording, MS, FTS, Senior Toxicologist; Robert DeLuca, MS, FTS, Senior Toxicologist; Eliza Adorno, BS, Toxicologist; Mary Jane Edattel, MS, Toxicologist; V. Radkar, MS, Toxicologist; Marco Trauzzi, MS, Toxicologist; and Sandra Viens, BS, Toxicologist.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

DANIELLE P. RELLA

By: DRella

Name: Danielle P. Rella

Title: Traffic Safety Educator

Date: 1/5/2015

NASSAU COUNTY

By:

Name: Charles Richards

Title: Deputy County Executive

Title: ☑ Deputy County Executive

Date: 1/16/15

PLEASE EXECUTE IN BLUE INK

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

On the 5th day of January in the year 2015 before me personally came DANIELLE P. RELLA to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the individual described herein and which executed the above instrument; and that she signed her name thereto.

NOTARY PUBLIC

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044039
Qualified in Nassau County
Commission Expires May 22, 2015

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

On the 18 day of March in the year 2015 before me personally came Charles R. Lavallo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX A

DANIELLE P. RELLA

01/01/15-12/31/15

DESCRIPTION	AMOUNT
PERSONAL SERVICES:	
Danielle P. Rella $40.00 per hour for 615 hours	$ 24,500.00
TRAVEL:	
MATERIALS:	
GENERAL EXPENSES:	
GRAND TOTAL:	**$ 24,500.00**

Christopher M. Mistron
STOP DWI Coordinator

Schedule "A"

Form of Case Review Report

Name: FEB Case #

Review of Blood Alcohol Examination Worksheet

Blood alcohol Concentrations

Average Blood Alcohol Reported

Chromatography reviewed

Quality Controls and Standards reviewed (Within 4% of target)

Case number and analyst's initials on all documents

All attached documents

Final Report consistent with Data

Reviewer: Date:

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

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

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

Subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   _____ (Name)

   _____ (Address)

   _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/5/15
Dated

DRella
Signature of Chief Executive Officer

Danielle P. Rella
Name of Chief Executive Officer

Sworn to before me this
5th day of January, 2015.

Notary Public

CHRISTOPHER M. MISTRON
NOTARY PUBLIC, State of New York
No. 01MI6044038
Qualified in Nassau County
Commission Expires May 22, 2015

NIFA

Nassau County Interim Finance Authority

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

1. **Vendor:** Danielle P. Rella

2. **Dollar amount requiring NIFA approval: $** 0

   Amount to be encumbered: $ 24,500.00

   This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. **Contract Term:** 1/1/2015 - 12/31/2015

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

   If yes, please explain:

4. **Funding Source:**

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

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

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

The County funds the personal services contract through the Nassau County STOP-DWI Grant Program. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Requested amount has been approved by NYS DMV as part of submitted plan.

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

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

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

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

See Attached

AUTHORIZATION

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

[signature] DEPUTY BUDGET DIRECTOR 3/3/2015

Signature Title Date

RUBERT J. CONROY

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

FAML8220 V4.2 NIES PRODUCTION SYSTEM 03/02/2015
LINK TO: GRANT SUMMARY INQUIRY 10:21 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A
GRANT : TS81 STOP-DWI PLAN
GRANT DETAIL : X5 STOP-DWI PLAN 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	BD	FINES & FORFEITS	1,268,200			-1,268,200
		REVENUE TOTAL	1,268,200			-1,268,200
	BB	EQUIPMENT	15,000			15,000
	DD	GENERAL EXPENSES	15,000	1		14,999
	DE	CONTRACTUAL SERVIC	233,200			233,200
	HH	INTERFD CHGS - INT	1,005,000			1,005,000
		EXPENDITURE TOTAL	1,268,200	1		1,268,199

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

FAML6220 V4.2 NIFS PRODUCTION SYSTEM 03/02/2015
LINK TO: GRANT SUMMARY INQUIRY 10:21 AM
ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 03 2015 MAR 2015 GRANT END DATE: 06/30/2016 A
GRANT : TS81 STOP-DWI PLAN
GRANT DETAIL : X5 STOP-DWI PLAN 2015
CHARACTER :
OBJECT : X
FUND TYPE :
FUND :
SUBFUND :

S	OBJECT	DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
		REVENUE LESS EXPEN		-1		-1

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

FAMLO101 V4.2 NIES PRODUCTION SYSTEM 03/02/2015
LINK TO: VENDOR DETAIL 10:19 AM
ACTIVE
FISCAL MO/YEAR : 10 2014 OCT 2014 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : [redacted] DANIELLE P RELLA

S	POST DATE / DUE DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	10/29/2014	103	CQTS14000051	01 TSGRT8100OTH	DE501			10 2014	24,500.00
	STOP DWI AND TRAFFIC SAFETY EDUCATION								

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Danielle P. Rella

2. Dollar amount requiring NIFA approval: $ 0

Amount to be encumbered: $ 2,500.00

This is a ___ New Contract ___ Advisement ✓ Amendment

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

3. Contract Term: 1/1/2015 - 12/31/2015

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

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

✓ Grant Fund (GRT)
Federal % ___
State % 100%
County % ___

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

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

The County funds the personal services contract through the Nassau County STOP-DWI Grant Program. Additional amount is to cover additional presentations and work due to additional police academy classes. The contractual services are based upon a grant proposal that is submitted annually to the STOP-DWI Coordinator for review. The contract provides grant money for an educator to offer educational and safety programs in an attempt to address issues putting children at risk, promote drug and alcohol free driving safety, establish school activities to educate and promote safe driving. In addition the programs will also promote the use of safety equipment in motor vehicles including child safety seat education. Amended amount has been included as part of approved 2015 STOP DWI plan.

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

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

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

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

AUTHORIZATION

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

Roseann [signature] 1/25/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

E-51-16

COUNTY OF NASSAU

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

1. Name of the Entity: Danielle P. Rella

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Contractor Other (specify)

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

[redacted]

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

N/A

RECEIVED
NASSAU COUNTY
2016 MAR -2 P 1:32
CLERK OF THE LEGISLATURE

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

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

N/A

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

N/A

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

N/A

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

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

Dated: 1/19/16

Signed: Della

Print Name: Danielle Della

Title: Traffic Safety

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 ID#: Department: County Attorney

E-55-16

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT16000001 NIFS Entry Date: 12/18/2015 Term: September 29, 2015 - Completion

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

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

Agency Information

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

Routing Slip

DATE Received	DEPARTMENT		Internal Verification		DATE Approved	SIGNATURE	Req. Approval Required
	Department		*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐			
	OMB		*NIFS Approval*	☐	1/26/16		Yes ☐ No ☐ Not required if blanket resolution
1/28/16	County Attorney		*CA RE&I Verification*	☑	1/29/16		
1/29/16	County Attorney		*CA Approval as to form*	☑	2/1/16		Yes ☑ No ☐
	LEG	Legislative Affairs	*Fw'd Original K to CA*	☐	2/10/16		
	LEG	Rules ☐ / Leg. ☐		☐			
	County Attorney		*NIFS Approval*	☐			
	County Comptroller		*NIFS Approval*	☐			
2/10/16	County Executive		*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	2/10/16		

2016 FEB 10 P 2:58

RECEIVED

PR5254 (8/04)

Contract ID#:

Department: County Attorney

Contract Summary

Description: New outside counsel contract.

Purpose: New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.

Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from theRFQ panel based on the firm's expertise in the subject matter, experience, and availability.

Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $125,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

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

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

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

RENEWAL	
% Increase	
% Decrease	

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/10/16
Date	Date	*(For Office Use Only)* E #:

E-55-16

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001)

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

FEDERAL TAX ID #: 132679447

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

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

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

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firm was selected from the RFQ panel based on the firm's expertise in the subject matter, experience, and availability.

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

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

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

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

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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

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

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

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

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

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

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

Department Head Signature

11/4/17

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

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

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on September 29, 2015 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of advising and representing the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel ("Services"). Services shall include, but not be limited to: initiating the actions; providing legal advice; motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Twenty-five Thousand Dollars ($125,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel:	$275.00
(ii) Associate:	$255.00
(iii) Paralegal/Law Clerk:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time,

enacted, or adopted.

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not

represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of

this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____

Name: Robert A. Spolzino

Title: Partner

Date: December 10, 2015

NASSAU COUNTY

By: _____

Name: Carnell Foskey
Title: County Attorney

Date: _____

NASSAU COUNTY

By: _____

Name: _____
Title: County Executive
□ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of DECEMBER in the year 2015 before me personally came ROBERT A SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELSER, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

IRENE F. MILLER
NOTARY PUBLIC, State of New York
No. 01MI6015135, Dutch Cnty.
Term Expires October 26, 2018

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

On the 4th day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

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

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

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/14/15
Dated

Signature of Chief Executive Officer

Daniel J. McMahon
Name of Chief Executive Officer

Sworn to before me this
14th day of December, 2015.

Kathleen J. Piscitello
Notary Public

KATHLEEN J. PISCITELLO
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 12, 2017

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

SEE ATTACHED

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

SEE ATTACHED

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: DECEMBER 10 2015

Signed:

Print Name: ROBERT A SPOLZINO

Title: PARTNER

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
100500	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100465	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101322	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
100693	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
101124	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
100229	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
100168	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
105593	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102125	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
101578	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102422	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102186	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102192	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
105586	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102100	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
100590	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103840	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103248	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102756	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102275	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103107	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
101998	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103106	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
100102	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102343	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
105123	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104238	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104524	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
105926	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
102664	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103815	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103160	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102554	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101648	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104149	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102203	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102567	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102616	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102617	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104154	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
105099	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101380	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
100694	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
103102	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
102209	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
105334	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
104877	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104881	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104059	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
103323	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103991	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104659	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101753	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101619	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103297	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101649	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101782	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101644	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104657	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
100455	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101194	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101029	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100296	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100977	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100501	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100897	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100754	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100751	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100271	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101477	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100421	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100788	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101404	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101272	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101007	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101846	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101284	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100351	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100708	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100471	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101451	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101088	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100435	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
103242	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101470	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102464	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102079	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101214	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
104308	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102777	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
101879	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
103632	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
105075	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101939	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101698	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101977	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101550	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101597	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
102438	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
103778	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
101398	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
105290	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
102525	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
100931	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100737	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
100654	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
101915	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104058	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
102726	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104435	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
101126	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101210	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100603	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100589	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100851	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
104009	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101519	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101363	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101296	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101358	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100542	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101092	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101185	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101059	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101520	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101918	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100679	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101465	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100658	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101215	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100852	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100272	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101226	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100656	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100297	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101020	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101158	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100300	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101452	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
103948	Spotzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100753	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
102187	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100534	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100854	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

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.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CQAT16000001)

2. Dollar amount requiring NIFA approval: $ 125,000.00

Amount to be encumbered: $ 125,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

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

3. Contract Term: 09/29/2015-Completion

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

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

4. Funding Source:

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

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

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

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

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

New outside counsel contract to advise and represent the County in any actions necessary to protect the County's interests regarding the blockage of County owned drainage pipes in the Town of North Hempstead, including but not limited to the blockage under Rushmore Street in New Cassel.

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

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

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

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

-CQAT14000023 encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT14000023, encumbered $50,000.00 on 12/03/2014, max amount $100,000.00; -CQAT15000004, encumbered $100,000.00 on 04/30/2015, max amount $100,000.00; -CQAT15000022, $75,000.00 to be encumbered, max amount $150,000.00, currently in approval process.

AUTHORIZATION

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

Roseann DeLlera 1/27/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

Contract ID#: CQAT10000033

Department: County Attorney

E-56-16

Contract Details

SERVICES:

NIFS ID #:CLAT15000034 NIFS Entry Date: 12/10/2015 Term: August 1, 2010 - completion

New ☐ Renewal ☐	
Amendment #5	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

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

Agency Information

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

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	1/28/16		Yes ☐ No ☐ Not required if blanket resolution
1/29/16	County Attorney	*CA RE&I Verification* ☑	1/29/16		
1/29/16	County Attorney	*CA Approval as to form* ☑	2/1/16		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	2/2/16		
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
2/4/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/4/16		

PR5254 (8/04)

Contract ID#: CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment #5 to outside counsel contract
Purpose: Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is to provide an opinion on litigation of certain aspects related to the County Guaranty.
Method of Procurement: Contract amendment. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser based upon their experience in the subject matter and availability. See below for procurement history.
Procurement History: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $0.01
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

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

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/4/15
Date	Date	*(For Office Use Only)* E #:

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

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

FEDERAL TAX ID #: 132679447

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

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

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

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

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz, and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser (who were also added to the panel of qualified firms established after the Request for Qualification was issued) based upon their experience in the subject matter and availability.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. x Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. x Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010 (the "Original Agreement"), as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013, and as amended by amendment four (4), County contract amendment CLAT14000020 executed on behalf of the County on December 1, 2014, Counsel provides legal services to the County in connection with litigation known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the County has retained a law firm to provide legal services in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty;" and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed the reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to amend the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also provide the County with a second opinion regarding litigation related to the County Guaranty.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SLOCUM
Title: PARTNER
Date: DECEMBER 9, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 11/4/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 9th day of December in the year 2015 before me personally came Robert Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman Dicker LLP the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 4th day of January in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Contract ID#:CQAT10000033

Department: County Attorney

Contract Details

SERVICE Special Counsel

NIFS ID #: CQAT10000033 NIFS Entry Date: 1/25/10 Term: from August 1, 2010 to July 31, 2011

New X Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name	Vendor ID#
Wilson Elser Moskowitz Edelman & Dicker LLP	
Address	**Contact Person**
666 Old Country Road Garden City, NY 11530	Robert A. Spolzino, Esq.
	Phone

County Department

Department Contact
DCA Susan Gordon
Address
One West Street Mineola, NY 11501
Phone
516 571 0490

Routing Slip

DATE Rec'd	DEPARTMENT		Internal Verification		DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department		*NIFS Entry (Dept)* X *NIFS Appvl (Dept. Head)* X		10/8/10		
	OMB		*NIFS Approval*	☐	10/26/10		Yes No X Not required if blanket resolution
10/27/10	County Attorney		*CA RE&I Verification*	☑	10/27/10		
10/28/10	County Attorney		*CA Approval as to form*	☑	10/28/10		Yes No X
	LEG	Legislative Affairs	*Fw'd Original K to CA*	☐			
		Rules ☐/ Leg. ☐		☐			
	County Attorney		*NIFS Approval*	☐			
	County Comptroller		*NIFS Approval*	☑	12/10/10		

Contract ID#:CQAT10000033

Department: County Attorney

12/14/10

	County Executive	*Notarization* *Filed with Clerk of the*		

Contract Summary

Description:
Purpose: To provide legal representation in the matters of Nassau v. State of New York , Index 005821/10 and U.S. v Nassau, 10-2320 CV
Method of Procurement: The law firms of Jaspan Schlesinger LLP, Levanthal & SLiney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications.
Procurement History: None
Description of General Provisions: As described above
Impact on Funding/Price Analysis: $25,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$25,000.00
2		$
3		$
4		$
APPROVED:	J. Amato 12/27/10	$
6		$
INSURANCE SECTION	TOTAL:	$25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/14/10
Date 12/16/16	Date 12/10/10	*(For Office Use Only)* E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (HAVA)

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

X A. Three law firms were interviewed – Wilson Elser LLP, Jaapan Shlesinger LLP and Levanthal & Sliney LLP. Wilson Elser was selected based upon its experience and qualifications.

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

10/8/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassau County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 ,Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is currently litigating the cases of County of Nassau, Nassau County Board of Elections, et al. v. State of New York, New York State Board of Elections, et al., Index No. 005821/10 and United States of America v. Nassau County Board of Elections, Nassau County Legislature, #10-2320-CV (collectively the "HAVA Cases"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to employ Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on August 1, 2010 and shall terminate on July 31, 2011 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, extend the term of this Agreement for a period of time necessary to resolve the litigations.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County as plaintiff and defendant in the HAVA Cases ("Services"). Subject to Section 13 herein, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the Lawsuits.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) ("Maximum Amount"). Hourly compensation for professional services shall be paid in accordance with the following fee schedule:

	in-Court Time	out-of-Court Time
i) Partner	$250.00	$235.00
ii) Associate	$175.00	$160.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in

arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit 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) Expenses and Disbursement. Counsel shall be compensated with the Maximum Amount for all reasonable expenses and disbursement actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. (a) During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

(b) For the purpose of this Agreement and in accordance with the foregoing, the County hereby consents to Counsel representing parties adverse to the County in tax certiorari and condemnation proceedings.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less one million dollars ($1,000,000.00) per claim; (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County

reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the date first above written.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

By: _____

Name: Robert A. Spolzino

Title: Partner

Date: 8/31/10

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: _____

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

UNIFORM ACKNOWLEDGMENT (IN STATE)

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On the 31st day of August, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared ROBERT A. SPOLZINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01RI6067154
Qualified in Westchester County
Commission Expires: 10/27/[illegible] 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 2010 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of October in the year 2010 before me personally came JOHN CIAMPOLI to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the **County Attorney** of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC Diana Catapano

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2011

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14 day of December in the year 2010 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Doreen R Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/20__

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive

Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any

Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 3800, CHICAGO, IL 60603 (Address)

312-704-0550 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/13/10
Dated

Signature of Chief Executive Officer

Daniel J. McMahon
Name of Chief Executive Officer

Sworn to before me this

13th day of September, 2010.

Rosary A. Casiello
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROSARY A. CASIELLO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 6, 2013

EDWARD P. MANGANO
County Executive

JOHN CIAMPOLI
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To Whom It May Concern:

The County Attorney's office is seeking to extend the time for responses to the request for qualifications for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows:

RFQ# is AT0519-1018_____

TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to respond to request #AT 0519-1018_____

AMENDMENT # _1_

This amendment has been issued to change the end/due date of this proposal.

From:_June 2, 2010 ___ To:_June 25, 2010 ___

All other terms and conditions remain the same.

EDWARD P. MANGANO
County Executive

JOHN CIAMPOLI
Nassau County Attorney

NASSAU COUNTY ATTORNEY'S OFFICE

REQUEST FOR QUALIFICATIONS ("RFQ") FOR SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010
RFQ # AT0519-1018.

SECTION I – BACKGROUND AND PURPOSE OF THE RFQ

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, *inter alia*, coordinate representation of the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

All proposals will be evaluated on the following criteria:

1. Cost
2. Experience and references
3. General reputation in the areas of law specified from the list set forth below
4. Legal writing ability
5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with law firms submitting proposals.

SECTION IV – THE PROPOSAL PACKAGE

The proposal package submitted by each firm shall contain the following:

1. Proposal Cover Letter – The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.

2. Technical Proposal – The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFQ. At a minimum, the following shall be included:

a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.

b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible for working on County matters.

c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.

d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.

e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.

f. A statement that the firm agrees to abide by the County's Code of Ethics.

g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.

h. The name, title and telephone number of the person authorized to act on behalf of the

firm.

i. Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney.

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

Lisa LoCurto, First Chief Deputy County Attorney
Office of the County Attorney
1 West Street
Mineola, New York 11501
(516) 571- 3033

Certified copy
received on 09/07/2011

Contract ID#: COAT10000033 Department: County Attorney

E-07-11

Contract Details

SERVICE Special Counsel

NIFS ID #: CLAT10000020 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

New Renewal	☐	1) Mandated Program:	Yes ☐	No X
Amendment	X	2) Comptroller Approval Form Attached:	Yes X	No ☐
Time Extension	☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
Addl. Funds	X	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
Blanket Resolution RES#	☐	5) Insurance Required	Yes X	No ☐

Agency Information

Vendor		County Department
Name: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447	Department Contact: DCA Susan Gordon
Address: 666 Old Country Road Garden City, NY 11530	Contact Person: Robert A. Spolzino, Esq.	Address: One West Street Mineola, NY 11501
	Phone:	Phone: 516 571 0490

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	X X	29 Dec 2010		
	OMB	*NIFS Approval*	☐	12/29	Subject to approved Bd Tr	Yes X No Not required if blanket resolution
12/29/10	County Attorney	*CA RE&I Verification*	☐	12/29/10		
12/30/10	County Attorney	*CA Approval as to form*	☑	2/30/10		Yes X No
	Legislative Affairs	*Fw'd Original K to CA*	☐	1/3/11		
	Rules ☐ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐			
	County Comptroller	*NIFS Approval*	☑	1/22/11		
	County Executive	*Notarization* *Filed with Clerk of the Leg*	☐ ☐	1/3/11		

PR5254 (8/04)

Contract Summary

[illegible]

[illegible]

[illegible] of Procurement [illegible]

Procurement History: The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP [illegible] interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the [illegible] Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFP issued in May 2010.

Description of General Provisions: As described above

Impact on Funding: Price Analysis: $250,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund	GEN
Control	
Resp	1100
Object	502
Transaction	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$250,000.00
2		
3		
4		$
5	[signature] 12/29/10	$
6		$
	TOTAL	$250,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name [signature]
Name [signature]	Name [signature]	Date 1/3/11
Date 8/15/11	Date 7/12/11	(For Office Use Only) E #:

PR5254 (8/04)

E-7-11

RULES RESOLUTION NO. 12 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-10-11
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

[illegible]

[illegible] SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

Name	Office Address
Abatemarco,Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler,Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar,Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri,Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Araten,Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arledge,Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach,Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco,Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin,Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy,Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry,Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman,Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg,Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman,Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns,Robert A	33 Washington Street Newark, NJ 07102-3017 US
Bernstock,Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron,Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II,Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek,Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock,Martin	677 Broadway Albany, NY 12207-2996 US
Bilger,L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek,Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair,Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert,William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski,Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule,Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa,Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan,Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett,Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin,Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown,Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown,James S	150 East 42nd Street New York, NY 10017-5639 US
Brown,Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown,Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn,Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci,Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd,James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke,James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner,Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III,John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazzo,Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron,Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria,Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Cata,Ricardo J.	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Cawley,Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles,Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng,Eric G.	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark,Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente,Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford,John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey,Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
Cohen,Laurie T	677 Broadway Albany, NY 12207-2996 US
Collins,J. Price	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Colombo,Sherril M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino,Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon,Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless,Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corleto,Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing,Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles,Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo,Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das,Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'Avanzo,Joseph A	3 Gannett Drive White Plains, NY 10604-3407 US
Deaver,James T.h	150 East 42nd Street New York, NY 10017-5639 US

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[illegible]	[illegible] White Plains [illegible]
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[illegible]	[illegible]
[illegible]	[illegible] Suite 2900 Los Angeles [illegible]
[illegible]	[illegible] West - The Curtis Center - Suite 1130 East Philadelphia, PA [illegible]
[illegible] M	[illegible] Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
[illegible] Michael M	[illegible] Street - 11th Floor Las Vegas, NV 89101-6014 US
[illegible] Donald P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
[illegible] David S	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
[illegible] Matt D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
[illegible] Rose J	3 Gannett Drive White Plains, NY 10604-3407 US
[illegible],Marshal	150 East 42nd Street New York, NY 10017-5639 US
[illegible] William K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Evans,Julie Robin	150 East 42nd Street New York, NY 10017-5639 US
Fedulk,Rochelle M	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Feinberg,Glen S	3 Gannett Drive White Plains, NY 10604-3407 US
Feuer,Charles M	3 Gannett Drive White Plains, NY 10604-3407 US
Fiedel,Alan	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Flanagan,Christopher P	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Flannery,John M	3 Gannett Drive White Plains, NY 10604-3407 US
Flores,Daniel F	33 Washington Street Newark, NJ 07102-3017 US
Francoeur,Joseph L	150 East 42nd Street New York, NY 10017-5639 US
Freeman,Nicholas D	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Friedberg,Alan	3 Gannett Drive White Plains, NY 10604-3407 US
Fuerth,Glenn J	150 East 42nd Street New York, NY 10017-5639 US
Gallagher,Lorraine E	3 Gannett Drive White Plains, NY 10604-3407 US
Gallo,Joseph A	33 Washington Street Newark, NJ 07102-3017 US
Gambardella,Thomas	3 Gannett Drive White Plains, NY 10604-3407 US
Gambino,Mary E	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gandy,William G	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Gardner,Gary A	150 East 42nd Street New York, NY 10017-5639 US
Garson,Edward P.	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gaynor,Alan S	150 East 42nd Street New York, NY 10017-5639 US
Gebhardt,Robert C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gehlhar,Bernard	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Geraghty,Patrick D	3 Gannett Drive White Plains, NY 10604-3407 US
Geroulo,Mary Jean	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Giannetta,Cathleen A	3 Gannett Drive White Plains, NY 10604-3407 US
Gilmore,Ashley F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goldner,Anthony M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Golson,Patricia A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Goodson,Robert W	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Graffeo,Allison R	150 East 42nd Street New York, NY 10017-5639 US
Gunning,Robert T	33 Washington Street Newark, NJ 07102-3017 US
Hackett,Colin P	33 Washington Street Newark, NJ 07102-3017 US
Hagen,Gregory D	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Haimowitz,Aaron R	150 East 42nd Street New York, NY 10017-5639 US
Hanlon,Joseph T	33 Washington Street Newark, NJ 07102-3017 US
Hanrahan,Catherine A	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Harding,Jacqueline	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Harris,Theresa M	150 East 42nd Street New York, NY 10017-5639 US
Harrison,Robert W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Heitman,Jennifer S	3 Gannett Drive White Plains, NY 10604-3407 US
Heller,Bennett R.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Henderson,John R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Herlihy,Thomas M	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Heubel,Gerard J	3 Gannett Drive White Plains, NY 10604-3407 US
Higgins,Sean M	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Hirsch,Irving B	150 East 42nd Street New York, NY 10017-5639 US
Hoang,Arlene N	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US

Hofman,Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes,David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson Kelly,Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr.,E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe,Sylvere M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn,Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jasl,Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers,Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins,Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings,Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe,Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones,Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan,Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadoorian,James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn,David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn,Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow,Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich,Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz,Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman,Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh,Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly,Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly,Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent,Steven S	150 East 42nd Street New York, NY 10017-5639 US
King,Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis,Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani,Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein,Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf,Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba,Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause,Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss,Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss,William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski,Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar,Jason M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Laird,Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin,Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer,Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella,Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree,Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledwin,Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee,John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr,Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner,Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko,Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur,Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine,Tori S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy,Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin,Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum,Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney,Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa,Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi,Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas,Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino,Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello,Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola,Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough,Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann,John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern,Joseph A.h	3 Gannett Drive White Plains, NY 10604-3407 US
McLean,Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon,Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels,Peter A	3 Gannett Drive White Plains, NY 10604-3407 US

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[illegible]	[illegible] Broadway Albany, NY [illegible]
[illegible]	[illegible] Market Street [illegible]
[illegible]	Bank of America Plaza - 901 Main Street, Suite 4800 [illegible]
[illegible]	[illegible] West Monroe Street - Suite 3800 Chicago, IL [illegible]
[illegible]	677 Broadway Albany, NY 12207-2996 US
Nugent,Lori [illegible]	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
O'Brien,P Michael	3 Gannett Drive White Plains, NY 10604-3407 US
O'Brien,James J	3 Gannett Drive White Plains, NY 10604-3407 US
O'Connor,Carolyn [illegible]	33 Washington Street Newark, NJ 07102-3017 US
[illegible],Richard [illegible]	3 Gannett Drive White Plains, NY 10604-3407 US
O'[illegible],Edward J	3 Gannett Drive White Plains, NY 10604-3407 US
[illegible],Lois K	150 East 42nd Street New York, NY 10017-5639 US
[illegible],Dennis J	150 East 42nd Street New York, NY 10017-5639 US
Parlante,Steven R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Perlans,Joseph T	677 Broadway Albany, NY 12207-2996 US
Pernicone,Carl J	150 East 42nd Street New York, NY 10017-5639 US
Pisano,George A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Piscitelli,Anthony P	677 Broadway Albany, NY 12207-2996 US
Pollard,Bryan D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Pomerantz,Frederick J	150 East 42nd Street New York, NY 10017-5639 US
Porter,Richard B	150 East 42nd Street New York, NY 10017-5639 US
Press,Michelle R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Publicover,Adrienne C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Quaranta,Philip	3 Gannett Drive White Plains, NY 10604-3407 US
Quinn,Thomas F	33 Washington Street Newark, NJ 07102-3017 US
Rabinowitz,Wayne I	3 Gannett Drive White Plains, NY 10604-3407 US
Ramirez,Jorge A	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Rehberger,James S	33 Washington Street Newark, NJ 07102-3017 US
Riina,William J	33 Washington Street Newark, NJ 07102-3017 US
Ritter,Jodi B	3 Gannett Drive White Plains, NY 10604-3407 US
Roarke,Robert F	3 Gannett Drive White Plains, NY 10604-3407 US
Robinson,Ralph	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Rockas,George C	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Roer,Ricki Ellen	150 East 42nd Street New York, NY 10017-5639 US
Rosen Semlies,Lori	3 Gannett Drive White Plains, NY 10604-3407 US
Rosen,Adam B	150 East 42nd Street New York, NY 10017-5639 US
Rosenberg,Philip	677 Broadway Albany, NY 12207-2996 US
Ross,David M	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Ross,Mathew P	3 Gannett Drive White Plains, NY 10604-3407 US
Rothmann,Rebecca M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Rowland,Stacey B	677 Broadway Albany, NY 12207-2996 US
Rubenstein,Richard H	150 East 42nd Street New York, NY 10017-5639 US
Russell,Angela Williams	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Russo,Theresa M	677 Broadway Albany, NY 12207-2996 US
Sandhaas,Jill T	677 Broadway Albany, NY 12207-2996 US
Sandza,Elizabeth B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Santoni,Cynthia L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Sauter,Eric J	3 Gannett Drive White Plains, NY 10604-3407 US
Schaffer,Scott R	150 East 42nd Street New York, NY 10017-5639 US
Schexnayder,Martin S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Schlom,Curt J.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Schouest,John L	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Scott,Kenneth	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Shapiro,Kenneth L	677 Broadway Albany, NY 12207-2996 US
Sheehan,Timothy J	3 Gannett Drive White Plains, NY 10604-3407 US
Sheiffer,David S.	150 East 42nd Street New York, NY 10017-5639 US
Shenker,Cynthia D	677 Broadway Albany, NY 12207-2996 US
Shepperd,John R	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US

Sherman, Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith,Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitaletto,Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spoizino,Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley,Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski,James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato,Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel,Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens,Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart,Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel,Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik,Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius,Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan,John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs,Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa,Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas,Mark W	677 Broadway Albany, NY 12207-2996 US
Thome,Sheri M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Thurston,James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem,David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin,Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins III,George N	150 East 42nd Street New York, NY 10017-5639 US
Tone,Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping,Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello,Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie,James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali,Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori,Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel,Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace,Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters,Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters,Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber,Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween,Martin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman,Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson,Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams,Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills,Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr,Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn,William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz,Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright,Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young,Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young,Steven L	3 Gannett Drive White Plains, NY 10604-3407 US

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (HAVA) CLAT10000020

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 8. 2010. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The procurement for the original agreement is as follows. The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFQ issued in May 2010.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

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

[illegible]

[illegible]

[illegible]

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. [illegible] of 1993, including its receipt and examination of written Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firm.

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-[illegible] (I.R.B. [illegible]), attached as Appendix A to the Comptroller's Memorandum, dated February [illegible], 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

12/29/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of December___, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 ,Garden City New York 11530 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars ($250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Hundred and Seventy-five Thousand Dollars ($275,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

By:
Name:
Title:
Date:

NASSAU COUNTY

By:
Name: John Ciampoli
Title: County Attorney
Date: 12/29/10

By:
Name: Edward P. Mangano
Title: ~~Deputy County Executive~~ County Executive
Date: 8/10/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 21st day of December in the year 2010 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01RI5067154
Qualified in Westchester County
Commission Expires: 10/27/2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 29 day of December in the year 2010 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16 day of August in the year 2010 before me personally came Edward P Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a ~~Deputy~~ **County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2013

Certified copy received 09/28/2011

Contract ID#:CQAT10000033

Department: County Attorney

E-104-11

Contract Details

SERVICE: Special Counsel

NIFS ID #: CLAT11000008 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

New Renewal	☐
Amendment	X
Time Extension	☐
Addl. Funds	
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: Wilson Elser Moskowitz Edelman & Dicker LLP

Vendor ID#:

Address: 666 Old Country Road, Garden City, NY 11530

Contact Person: Robert A. Spolzino, Esq.

Phone:

County Department

Department Contact: DCA Susan Gordon

Address: One West Street, Mineola, NY 11501

Phone: 516 571 0490

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* X *NIFS Appvl (Dept. Head)* X	16 May 2011	Lisa LoCurto	
	OMB	*NIFS Approval* ☐	5/16/11		Yes ☐ No X Not required if blanket resolution
5/16/11	County Attorney	*CA RE&I Verification* ☐	5/16/11		
	County Attorney	*CA Approval as to form* ☑	5/16/11	Lisa LoCurto	Yes ☐ No X
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	5/18/11	Gregory A. May	
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☑	5/20/11		
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/18/11		

Contract ID#:CQAT10000033

Department: County Attorney

Contract Summary

Description:

Purpose: To amend an agreement to provide legal representation on a Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

Method of Procurement: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

Procurement History:

Description of General Provisions: As described above

Impact on Funding / Price Analysis: None

Change in Contract from Prior Procurement: None

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/18/11
Date 7/21/11	Date 7/21/11	(For Office Use Only) E #:

E-104-11

RULES RESOLUTION NO. 14 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/20/11
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

RULES RESOLUTION NO. - 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

Name	Office Address
Abatemarco,Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler,Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar,Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri,Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Araten,Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arledge,Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach,Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco,Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin,Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy,Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry,Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman,Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg,Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman,Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns,Robert A.	33 Washington Street Newark, NJ 07102-3017 US
Bernstock,Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron,Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II,Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek,Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock,Martin	677 Broadway Albany, NY 12207-2996 US
Bilger,L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek,Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair,Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert,William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski,Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule,Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa,Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan,Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett,Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin,Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown,Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown,James S	150 East 42nd Street New York, NY 10017-5639 US
Brown,Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown,Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn,Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci,Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd,James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke,James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner,Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III,John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazzo,Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron,Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria,Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
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Cawley,Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles,Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng,Eric G.	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark,Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente,Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford,John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey,Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
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Colombo,Sherril M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino,Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon,Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless,Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corleto,Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing,Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles,Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo,Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das,Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
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Dell Gregory J	150 East 42nd Street New York, NY 10017-5639 US
Dennenberg Deborah J	150 East 42nd Street New York, NY 10017-5639 US
Denston,Martin K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Dernco,Donald G	3 Gannett Drive White Plains, NY 10604-3407 US
Despotakis,Constantine A	3 Gannett Drive White Plains, NY 10604-3407 US
Dimarco,Erik C	150 East 42nd Street New York, NY 10017-5639 US
Donovan,James P	3 Gannett Drive White Plains, NY 10604-3407 US
Donovan,Kevin C	33 Washington Street Newark, NJ 07102-3017 US
Dopson,Genese K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Dougherty,Eugene P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Dryer,Jonathan	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Dudley,Susannah M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Edwards,Michael M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Eichhorn,Donald P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Eisen,David S	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Eisler,Mark D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Ellick,Ross J	3 Gannett Drive White Plains, NY 10604-3407 US
Endick,Marshal	150 East 42nd Street New York, NY 10017-5639 US
Enger,William K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Evans,Julie Robin	150 East 42nd Street New York, NY 10017-5639 US
Fedullo,Rochelle M	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Feinberg,Glen S	3 Gannett Drive White Plains, NY 10604-3407 US
Feuer,Charles M	3 Gannett Drive White Plains, NY 10604-3407 US
Fiedel,Alan	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Flanagan,Christopher P	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Flannery,John M	3 Gannett Drive White Plains, NY 10604-3407 US
Flores,Daniel F	33 Washington Street Newark, NJ 07102-3017 US
Francoeur,Joseph L	150 East 42nd Street New York, NY 10017-5639 US
Freeman,Nicholas D	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Friedberg,Alan	3 Gannett Drive White Plains, NY 10604-3407 US
Fuerth,Glenn J	150 East 42nd Street New York, NY 10017-5639 US
Gallagher,Lorraine E.J.	3 Gannett Drive White Plains, NY 10604-3407 US
Gallo,Joseph A	33 Washington Street Newark, NJ 07102-3017 US
Gambardella,Thomas	3 Gannett Drive White Plains, NY 10604-3407 US
Gambino,Mary E	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gandy,William G	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Gardner,Gary A	150 East 42nd Street New York, NY 10017-5639 US
Garson,Edward P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gaynor,Alan S	150 East 42nd Street New York, NY 10017-5639 US
Gebhardt,Robert C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gehlhar,Bernard	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Geraghty,Patrick D	3 Gannett Drive White Plains, NY 10604-3407 US
Geroulo,Mary Jean	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Giannetta,Cathleen A	3 Gannett Drive White Plains, NY 10604-3407 US
Gilmore,Ashley F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goldner,Anthony M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Golson,Patricia A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Goodson,Robert W	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Graffeo,Allison R	150 East 42nd Street New York, NY 10017-5639 US
Gunning,Robert T	33 Washington Street Newark, NJ 07102-3017 US
Hackett,Colin P	33 Washington Street Newark, NJ 07102-3017 US
Hagen,Gregory D	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Haimowitz,Aaron R	150 East 42nd Street New York, NY 10017-5639 US
Hanlon,Joseph T	33 Washington Street Newark, NJ 07102-3017 US
Hanrahan,Catherine A	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Harding,Jacqueline	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Harris,Theresa M	150 East 42nd Street New York, NY 10017-5639 US
Harrison,Robert W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Heitman,Jennifer S	3 Gannett Drive White Plains, NY 10604-3407 US
Heller,Bennett R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Henderson,John R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Herlihy,Thomas M	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Heubel,Gerard J	3 Gannett Drive White Plains, NY 10604-3407 US
Higgins,Sean M	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Hirsch,Irving B	150 East 42nd Street New York, NY 10017-5639 US
Hoang,Arlene N	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US

Hoffman,Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes,David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson Kelly,Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr.,E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe,Sylvere M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn,Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jast,Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers,Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins,Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings,Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe,Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones,Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan,Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadoorian,James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn,David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn,Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow,Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich,Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp,Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz,Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman,Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh,Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly,Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly,Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent,Steven S	150 East 42nd Street New York, NY 10017-5639 US
King,Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis,Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani,Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein,Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf,Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba,Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause,Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss,Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss,William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski,Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar,Jason M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Laird,Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin,Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer,Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella,Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree,Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledwin,Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee,John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn,Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr,Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner,Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko,Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur,Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine,Tori S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy,Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin,Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum,Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney,Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa,Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi,Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero,Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas,Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino,Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello,Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola,Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough,Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann,John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern,Joseph A.h.	3 Gannett Drive White Plains, NY 10604-3407 US
McLean,Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon,Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels,Peter A	3 Gannett Drive White Plains, NY 10604-3407 US

Melis,George M	3 Gannett Drive White Plains, NY 10604-3407 US
Mermelstein,Richard	3 Gannett Drive White Plains, NY 10604-3407 US
Miller,Stuart A	3 Gannett Drive White Plains, NY 10604-3407 US
Moorehead,Carey B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Morici,John D	3 Gannett Drive White Plains, NY 10604-3407 US
Moskowitz,Harold J	150 East 42nd Street New York, NY 10017-5639 US
Murray Jr,Thomas F	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Nally,Sean P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Naughton,Michael J	33 Washington Street Newark, NJ 07102-3017 US
NeJame,Samir	677 Broadway Albany, NY 12207-2996 US
Nelson,Stephen L	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Noah Jr.,R Douglas	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Novay,Christian T	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Novotny,F. Douglas	677 Broadway Albany, NY 12207-2996 US
Nugent,Lori S	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
O'Brien,H Michael	3 Gannett Drive White Plains, NY 10604-3407 US
O'Brien,James F	3 Gannett Drive White Plains, NY 10604-3407 US
O'Connor,Carolyn F	33 Washington Street Newark, NJ 07102-3017 US
Oelsner,Richard S	3 Gannett Drive White Plains, NY 10604-3407 US
O'Gorman,Edward J	3 Gannett Drive White Plains, NY 10604-3407 US
Ottombrino,Lois K	150 East 42nd Street New York, NY 10017-5639 US
Pak,Dennis J	150 East 42nd Street New York, NY 10017-5639 US
Parminter,Steven R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Perkins,Joseph T	677 Broadway Albany, NY 12207-2996 US
Pernicone,Carl J	150 East 42nd Street New York, NY 10017-5639 US
Pisano,George A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Piscitelli,Anthony P	677 Broadway Albany, NY 12207-2996 US
Pollard,Bryan D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Pomerantz,Frederick J	150 East 42nd Street New York, NY 10017-5639 US
Porter,Richard B	150 East 42nd Street New York, NY 10017-5639 US
Press,Michelle R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Publicover,Adrienne C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Quaranta,Philip	3 Gannett Drive White Plains, NY 10604-3407 US
Quinn,Thomas F	33 Washington Street Newark, NJ 07102-3017 US
Rabinowitz,Wayne I	3 Gannett Drive White Plains, NY 10604-3407 US
Ramirez,Jorge A	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Rehberger,James S	33 Washington Street Newark, NJ 07102-3017 US
Riina,William J	33 Washington Street Newark, NJ 07102-3017 US
Ritter,Jodi B	3 Gannett Drive White Plains, NY 10604-3407 US
Roarke,Robert F	3 Gannett Drive White Plains, NY 10604-3407 US
Robinson,Ralph	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Rockas,George C	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Roer,Ricki Ellen	150 East 42nd Street New York, NY 10017-5639 US
Rosen Semlies,Lori	3 Gannett Drive White Plains, NY 10604-3407 US
Rosen,Adam B	150 East 42nd Street New York, NY 10017-5639 US
Rosenberg,Philip	677 Broadway Albany, NY 12207-2996 US
Ross,David M	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Ross,Mathew P	3 Gannett Drive White Plains, NY 10604-3407 US
Rothmann,Rebecca M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Rowland,Stacey B	677 Broadway Albany, NY 12207-2996 US
Rubenstein,Richard H	150 East 42nd Street New York, NY 10017-5639 US
Russell,Angela Williams	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Russo,Theresa M	677 Broadway Albany, NY 12207-2996 US
Sandhaas,Jill T	677 Broadway Albany, NY 12207-2996 US
Sandza,Elizabeth B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Santoni,Cynthia L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Sauter,Eric J	3 Gannett Drive White Plains, NY 10604-3407 US
Schaffer,Scott R	150 East 42nd Street New York, NY 10017-5639 US
Schexnayder,Martin S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Schlom,Curt J.	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Schouest,John L	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Scott,Kenneth	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Shapiro,Kenneth L	677 Broadway Albany, NY 12207-2996 US
Sheehan,Timothy J	3 Gannett Drive White Plains, NY 10604-3407 US
Sheiffer,David S.	150 East 42nd Street New York, NY 10017-5639 US
Shenker,Cynthia D	677 Broadway Albany, NY 12207-2996 US
Shepperd,John R	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US

Sherman,Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith,Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitaletto,Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spolzino,Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley,Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski,James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato,Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel,Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens,Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart,Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel,Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik,Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius,Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan,John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs,Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa,Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas,Mark W	677 Broadway Albany, NY 12207-2996 US
Thorne,Sheri M	300 South 4th Street - 11th Floor Las.Vegas, NV 89101-6014 US
Thurston,James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem,David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin,Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins III,George N	150 East 42nd Street New York, NY 10017-5639 US
Tone,Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping,Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello,Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie,James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali,Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori,Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel,Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace,Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters,Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters,Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber,Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween,Martin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman,Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson,Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams,Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills,Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr,Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn,William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz,Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright,Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young,Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young,Steven L	3 Gannett Drive White Plains, NY 10604-3407 US

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (EPA) CLAT11000008

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____ _____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 8, 2010 and later amended. This is an amendment within the scope of the RFQ. A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.

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

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli by Lisa LoCurto
John Ciampoli, County Attorney

5/16/11
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of May___, 2011 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Hundred and Seventy-five Thousand Dollars ($275,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to amend the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. In addition to the Services set forth in the Original Agreement and beginning on May 1, 2011, Counsel shall represent the County in all proceedings and matters related to a complaint known as Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

2. Term. The Original Term shall be extended for the period of time necessary to resolve the EPA matter, which period is anticipated to be two years.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPOLZINO
Title: PARTNER
Date: 5/16/11

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: _____

By: _____
Name: Edward R. Walker
Title: County Executive
☐ Deputy County Executive
Date: 7/25/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Westchester)

On the 16th day of May in the year 2011 before me personally came Robert Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson, Elser, Moskowitz, Edelman, 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.

Stacey A. Riccardi

NOTARY PUBLIC

STACEY A. RICCARDI
NOTARY PUBLIC, State of New York
No. 01RI5087154
Qualified in Westchester County
Commission Expires: 10/27/~~09~~ 2013

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of September in the year 2011 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney of Nassau County**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law.

Diana Catapano

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25 day of July in the year 2011 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

Certified contract received on 03/18/2013

Contract ID#:CQAT10000033

Department: County Attorney

E-31-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000004 NIFS Entry Date: 12/21/2012 Term: from August 1, 2010 - Completion

New ☐ Renewal ☐	
Amendment # 3	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐		
	OMB	*NIFS Approval* ☐	1/2/13	
1/10/13	County Attorney	*CA RE&I Verification* ☑	1/10/13	
	County Attorney	*CA Approval as to form* ☐	01/10/2013	
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	1/12/2013	
	LEG Rules ☐ / Leg. ☐	☐		
	County Attorney	*NIFS Approval* ☐	02/06/2013	
	County Comptroller	*NIFS Approval* ☑	2/22/13	CL 2/21/13
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/23/13	

PR5254 (8/04)

Contract ID#:CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment # 3
Purpose: Amendment to an existing contract to add money and services to an existing contract. The new services are to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to representing the County in the HAVA cases and with EPA matters.
Method of Procurement: For this amendment, the County issued an RFP to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. Four firms responded to the RFP. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected.
Procurement History: The original contract was procured through a review that was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. The amendment to add the HAVA cases was procured by interviewing Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $250,000.00
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$250,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$250,000.00
2		$
3		$
4	G Amato 1/10/13	$
5		$
6		$
	TOTAL	$250,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1-23-13
Date 2/22/13	Date 2/22/13	*(For Office Use Only)* E #:

PR5254 (8/04)

E-31-13

RULES RESOLUTION NO. 24 2013

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 2-4-13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

III. ☐ This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____ _____ _____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

1/2/2013
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Partner Name	Office	Office Address	Phone Number
Betke II,Alexander L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Bienstock,Martin	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Clark,Douglas S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Cohen,Laurie T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Contino,Victoria M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Hoffman,Jerry S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jeffers,Darrell E	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jennings,Gerald J	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Lauricella,Peter A	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marangas,Theresa B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marrello,Lisa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Neidl,Benjamin F	Albany	677 Broadway, Albany, NY 12207	518-449-8893
NeJame,Samir	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Novotny,F. Douglas	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Perkins,Joseph T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Piscitelli,Anthony P	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rosenberg,Philip	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rowland,Stacey B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Russo,Theresa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Sandhaas,Jill T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shapiro,Kenneth L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shenker,Cynthia D	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Thomas,Mark W	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Witz,Thomas M	Albany	500 East Pratt Street, Suite 600, Baltimore, MD 21202	410-539-1800
Russell,Angela Williams	Baltimore	500 East Pratt Street, Suite 600, Baltimore, MD 21202	410-539-1800
Smith,Brigitte J	Baltimore	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Bogaert,William T	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Flanagan,Christopher P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Leighton Jr,Joseph F	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
McGann,John P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Rockas,George C	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Sears,Michele C	Boston	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Blair,Kimberly E	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Brown,David T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Cohen,Loren S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Dandelles,Stefan R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Das,Anjali C	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Derrig,Craig M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Goldner,Anthony M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Heller,Bennett R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Holmes,David M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Jast,Raymond J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kantrow,Josh M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kersting,Edna S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kuzniar,Jason M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McKay,Timothy J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McMahon,Daniel J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murphy-Petros,Melissa A	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murray Jr,Thomas F	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Novay,Christian T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Nugent,Lori S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Rothmann,Rebecca M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Schlom,Curt J.	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Thurston,James K	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Tone,Michael P	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Vittori,Michael L	Chicago	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Akins,William J	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Alcantar,Rebecca M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Cameron,Lee L	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Collins,J. Price	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Geroulo,Mary Jean	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Gilmore,Ashley F	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Henderson,John R	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Horres Jr.,E. Stratton	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Levine,Tori S	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Noah Jr.,R Douglas	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000

Partner Name	Office	Office Address	Phone Number
Pollard,Bryan D	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Spitaletto,Thomas M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Stimmel,Linda M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Bermudez,Joseph F	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Mellchar,Jason D	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Solano,Henry L	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Berns,Robert A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Billek,Maxwell L	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Brown,Kenneth M	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Donovan,Kevin C	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Flores,Daniel F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gallo,Joseph A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gottilla,Roger R	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Gunning,Robert T	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Hanlon,Joseph T	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Hopkinson Kelly,Barbara A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Kahn,Gregg S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Karlovich,Susan	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Krauss,Kurt W	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Lesko,Robert P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Mahoney,Matthew S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
O'Connor,Carolyn F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Orr,James	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Piorek,Joanna P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Quinn,Thomas F	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Rehberger,James S	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Riina,William J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Sherman,Renee J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Turner,Michael P	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Whiteman,Brian J	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Zuber,Scott A	Florham Park	200 Campus Drive, Florham Paek, NJ 07932	973-624-0800
Beckelman,Michael S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Higgins,Sean M	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Schexnayder,Martin S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Shepperd,John R	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Staley,Lee H	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Wills,Linda P	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Arledge,Jennifer W	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Cushing,Kym S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Edwards,Michael M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Kahn,David S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Ramirez,Jorge A	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Smith,Kevin S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Thorne,Sheri M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Corless,Thomas C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
D'angelo,Vincent	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Deniston,Martin K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dougherty,Eugene P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dudley,Susannah M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Eisen,David S	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Enger,William K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Estrada,Diana M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Golson,Patricia A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Harding,Jacqueline	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Hoang,Arlene N	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Immordino,John J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Jenkins,Charles W	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Joffe,Steven J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kelly,Patrick M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kunowski,Herbert P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Le Montree,Darren B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Lee,John C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Moorehead,Carey B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Parminter,Steven R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Pisano,George A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Press,Michelle R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100

Partner Name	Office	Office Address	Phone Number
Stankowski,James A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Stewart,Ian A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Young,Robert	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Burd,James M	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Pearson,Marcia L	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Gandy,William G	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Jones,Mark M	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Lee,Matthew W	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Pak,Yoora	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Santoni,Cynthia L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Waters,Jason R	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Williams,Walter L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Baumgarten,Maurice J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Biard,Benjamin J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Brown,Christopher D	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Cata,Ricardo J.	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Colombo,Sherril M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Coxhead,Stephen F	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Fiedel,Alan	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Knoblock,Henry M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Latimer,Walter G	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Strasius,Anthony P	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Torricella,Roberto A	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Vogel,Harold S	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Abatemarco,Tracy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Araten,Jeffrey	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Baldwin,Shelly L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bialek,Adam R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bing,Jonathan L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bottari,Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Boule,Eugene T	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brennan,Lawrence B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brown,James S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Calazzo,Nicholas R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Charles,Rose M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Deaver,James T.h.	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dell,Gregory J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Denenberg,Deborah J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dimarco,Erik C	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Endick,Marshal	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Evans,Julie Robin	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Francoeur,Joseph L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Fuerth,Glenn J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gardner,Gary A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Graffeo,Allison R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gregory,Robin N	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Haimowitz,Aaron R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Harris,Theresa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hirsch,Irving B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hofsdal,Marie A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hyland,Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Karp,Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kauffman,Nicholas J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Keenan,Wendy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kent,Steven S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Klein,Richard S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Laird,Joseph	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lawless,Patrick J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Leghorn,Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lum,Larry	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Malfa,Frances	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Marasciullo,Janene M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mayo,Celena R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mazzola,Jean-Claude	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Morales,Vanessa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Murphy,Margaret M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000

Partner Name	Office	Office Address	Phone Number
Reiter,Richard	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ritter,Jodi B	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Roarke,Robert F	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Rosen Semlies,Lori	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ross,Mathew P	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sauter,Eric J.	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sheehan,Timothy J	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Spolzino,Robert A	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tillem,David L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tobin,Thomas W	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Topping,Joanna M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tumbarello,Phillip	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Vignali,Rosario M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Weber,Robert	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Wingertzahn,William M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Young,Steven L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, and as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases and with EPA matters, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of the EPA matter (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Seventy-five Thousand Dollars ($275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, amend rates, and amend the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended until such time as to complete each of the respective matters, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon completion of each of the matters stated in the Amended Agreement.

2. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also represent the County in connection with litigation related to asbestos claims from working in the Nassau County Coliseum (collectively the "Amended Services") (services added by this Amendment only, the "Amendment Services"). The Amendment Services shall include but not be limited to appearances in court, out of court at depositions, conferences with departments, and any facet of litigation that may arise from such claims.

3. Payment. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars ($250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Amended Maximum Amount"). The per hour rates for the Amendment Services only (services related to asbestos claims from working in the Nassau County Coliseum) shall be as follows:

(i)	Partner and Of Counsel:	$250.00
(ii)	Senior Associate:	$225.00
(iii)	Junior Associate:	$200.00
(iv)	Paralegal:	$110.00

Per hour rates for Services (services provided under the Original Agreement) shall remain the same, as provided for under the Original Agreement.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: ROBERT A. SPOLZINO
Title: PARTNER
Date: DECEMBER 10, 2012

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 1/2/2013

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive

_____ Deputy County Executive

Date: 3/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Westchester)

On the 10th day of December in the year 2012 before me personally came Robert A. Spolzino to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, the ~~corporation~~ described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said ~~corporation~~. Partnership. Partnership

NOTARY PUBLIC

NANCY NAUMAN
Notary Public, State of New York
No. 4930293
Qualified in Westchester County
Commission Expires May 9, 2014

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 2nd day of January in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of March in the year 2013 before me personally came Richard Striker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT10000033

received on 12/10/2014 LN

Department: County Attorney

E-209-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000020 NIFS Entry Date: 07/09/2014 Term: August 1, 2010 - Completion

New ☐ Renewal	☐
Amendment # 4	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	~~Yes X~~	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#: 132679447
Address: 666 Old Country Road, Suite 510, Garden City, New York 11530	Contact Person: Robert A. Spolzino, Esq.
	Phone: (914) 872-7497

County Department

Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	7/24/14		Yes☐ No☐ Not required if blanket resolution
7/29/14	County Attorney	*CA RE&I Verification* ☑	7/29/14		
	County Attorney	*CA Approval as to form* ☒	7/29/14		Yes☒ No☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	8/21/14	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	8/26/14		
	County Comptroller	*NIFS Approval* ☐	8/26/14		12/2/14
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	9/26/14		

PR5254 (8/04)

Contract ID#: CQAT10000033

Department: County Attorney

Contract Summary

Description: Amendment # 4 to outside counsel contract

Purpose: Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment increases the maximum amount of the original contract.

Method of Procurement: Contract amendment. See below for procurement history.

Procurement History: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $225,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$225,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$225,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	$225,000.00
2		$
3		$
4	7/29/14	$
5		$
6		$
	TOTAL	$225,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 8/26/14
Date 10/6/14	Date 10/6/14	For Office Use Only E #:

PR5254 (8/04)

E-209-14

RULES RESOLUTION NO. 212 – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-8-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT14000020)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter on August 10, 2011, July 25, 2011 and March 1, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Contino,Victoria M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Jeffers,Darrell E	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marangas,Theresa B	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	NeJame,Samir	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russo,Theresa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shenker,Cynthia D	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Dandelles,Stefan R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner - Exec Comm	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner - Chairman	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Levine,Tori S	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite; Dallas, TX 75202
	Summel,Linda M	A	Equity Partner	Denver	303-572-5300	1512 Larimer Street - Suite 550; Denver, CO 80202
	Bermudez,Joseph F	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Frost,Sharla J	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Edwards,Michael M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thome,Sheri M	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Coriess,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner - Exec Comm	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner - Managing Ptnr	Michigan	313-327-3100	39555 Orchard Hill Place - Suite 600; Novi, MI 48375
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Quinn,Thomas F	A	Equity Partner - Exec Comm	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
[redacted]	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Catazzo,Nicholas R	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Endick,Marshal	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Evans,Julie Robin	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gardner,Gary A	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Klein,Richard S	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Leghorn,Thomas	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Lum,Larry H	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottombrino,Lois K	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Parnicone,Carl J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pomerantz,Frederick J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Roer,Ricki Ellen	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Weber,Robert M	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ween,Martin M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Wilson Jr,Thomas W	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Isaacsohn,Louis J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center; Philadelphia, PA 19106
	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Castoria,Louis H	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Publicover,Adrienne C	A	Equity Partner - Exec Comm	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Robinson,Ralph	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Del Gatto,Brian T	A	Equity Partner - Exec Comm	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Goodson,Robert W	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Krause,Paul D	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 334401

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Baiocco,Joseph C	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Boulhosa,Michael L	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Bucci,Gregg	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Flannery,John M	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Gambardella,Thomas	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Knopf,Fred N	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manisero,Thomas R	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Marcellino,Stephen	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,H Michael	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Quaranta,Philip	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Roarke,Robert F	A	Equity Partner - Managing Ptnr	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tobin,Thomas W	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, and as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Twenty-five Thousand Dollars ($225,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Seven Hundred Fifty Thousand Dollars ($750,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____
Name: Robert A. Spolzino
Title: Partner
Date: 6/30/14

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 7/15/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive

☒ Deputy County Executive

Date: 12/11/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3RD day of JULY in the year 2014 before me personally came ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP the ~~corporation~~ PARTNERSHIP 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~~ PARTNERSHIP.

July 3, 2014
NOTARY PUBLIC

JACQUELINE TAVAREZ
NOTARY PUBLIC, State of New York
No. 01TA6210529
Qualified in Putnam County
Commission Expires August 24, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of July in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 15

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of December in the year 2014 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD COUNTRY ROAD, SUITE 510

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ____Public Corp ✓Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHED

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

SEE ATTACHED

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: DECEMBER 10 2015

Signed:

Print Name: ROBERT A. SPOLZINO

Title: PARTNER

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Hoffman,Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Lauricella,Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Marrello,Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Shapiro,Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway; Albany, NY 12207
	Russell,Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
	Bogaert,William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Rockas,George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
	Bozych,Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Heller,Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Holmes,David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	McMahon,Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Murray Jr,Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Rothmann,Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Savaiano,Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Schlom,Curt J.	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Thurston,James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Tone,Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Vittori,Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	Cameron,Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Collins,J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Henderson,John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Horres Jr.,E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Levine,Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Marshall,Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Noah Jr.,R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Schwartz,Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Stimmel,Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Bermudez,Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
	Adams,Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
	Cushing,Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Thome,Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
	Corless,Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Deniston,Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Dougherty,Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Eisen,David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Joffe,Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Kunowski,Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Parminter,Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Pisano,George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Press,Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Rocco,Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Stankowski,James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
	Gandy,William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Lee,Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
	Strasius,Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
	Eads,John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
	Katt,William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Leibowitz,Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
	Billek,Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Brown,Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Flores,Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Gottilla,Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Hopkinson Kelly,Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Krauss,Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Lesko,Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	O'Connor,Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Quinn,Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Riina,William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Turner,Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
	Bialek,Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari,Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Boule,Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Caiazzo,Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dell,Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Dimarco,Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Endick,Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Fuerth,Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Gregory,Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hirsch,Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Hyland,Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Kent,Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Leghorn,Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Lum,Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Malfa,Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottombrino,Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Pariser,Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Roer,Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rosen,Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Rubenstein,Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Schaffer,Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Sheiffer,David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stevens,Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Stopnik,Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tompkins III,George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Tonorezos,Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Turner,Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Weber,Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Wilson Jr,Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Zibas,Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Freeman,Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	McDonough,Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	Bachrach,Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Bogutz,Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Cawley,Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Clemente,Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Dryer,Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Kavanagh,Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Wilkinson,Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
[redacted]	Bushner,Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Dopson,Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Garson,Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Hake,William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Publicover,Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor; San Francisco, CA 94105
	Baiocco,Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Brown,Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Del Gatto,Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard; Stamford, CT 06901
	Goodson,Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Sandza,Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Wallace,Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
	Janis,Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
	Beron,Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Boulhosa,Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Brett,Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Derrico,Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Despotakis,Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ellick,Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Feinberg,Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Flannery,John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Friedberg,Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Gambardella,Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Geraghty,Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Jordan,Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Larkin,Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ledwin,Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manchisi,Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Manisero,Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Marcellino,Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Meisels,Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Mermelstein,Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Miller,Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Morio,John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	O'Brien,James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Pernicone,Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Quaranta,Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Rabinowitz,Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Roarke,Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Ross,Mathew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Sauter,Eric J.	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Spolzino,Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tillem,David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tobin,Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Tumbarello,Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
	Vignali,Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

2. Dollar amount requiring NIFA approval: $ 0.01

Amount to be encumbered: $ 0.01

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 08/01/2010 - completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is for a second opinion on litigation related to the County Guaranty cases.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

-CQAT14000023, $50,000.00 encumbered on 12/03/2014
-CQAT14000024, $50,000.00 encumbered on 12/03/2014
-CQAT15000004, $100,000.00 encumbered on 04/30/2015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemann Keller 1/27/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQAT13000001

Department: County Attorney

E-66-16

Contract Details

SERVICES:

NIFS ID #: CLAT16000012 NIFS Entry Date: 03/14/2015 Term: July 1, 2012-Completion

New ☐ Renewal ☐	
Amendment #1	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name Leventhal, Mullaney & Blinkoff, LLP	Vendor ID# 113547627	Department Contact Jaclyn Delle
Address 15 Remsen Avenue Roslyn, New York 11576	Contact Person Steven Leventhal	Address 1 West St. Mineola, New York 11501
	Phone (516) 484-5440	Phone (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	3/15/16		Yes ☐ No ☐ Not required if blanket resolution
3/16/16	County Attorney	*CA RE&I Verification* ☑	3/16/16		
3/16/16	County Attorney	*CA Approval as to form* ☑	3/16/16		Yes ☑ No ☐
3/17/16	Legislative Affairs	*Fw'd Original K to CA* ☐	3/17/16		
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
3/17/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/17/16		

RECEIVED
NASSAU COUNTY
OFFICE OF THE LEGISLATIVE CLERK

PR5254 (8/04)

Contract ID#: CQAT13000001

Department: County Attorney

Contract Summary

Description: Amendment #1 to amend the payment terms of the original contract.
Purpose: This is an amendment to an outside counsel contract where Counsel shall represent Nassau County in connection with litigation related to the London Interbank Offered Rate (LIBOR). This amendment amends the payment terms so that upon exhaustion of the maximum amount provided in the original contract, Counsel shall be paid on a contingency fee basis as further described in the attached amendment.
Method of Procurement: This is a contract amendment. See below for procurement history. With respect to the revisions to the payment terms, the contract was originally negotiated and Counsel was selected to perform services at an hourly rate. NIFA rejected a prior version of amendment #1 that was to continue an hourly rate payment. In the alternative, NIFA suggested that the County negotiate a contingency agreement. The County Attorney's office reviewed other outside counsel County and non-County contingency agreements as a point of reference and was able to negotiate a competitive contingency agreement. Counsel has been retained to continue providing legal services since they have already begun services pursuant to the original contract.
Procurement History: The original contract was procured when a Request for Qualifications was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. Also, Counsel has previously contracted with the County (through the firms Leventhal & Sliney, LLP and Leventhal, Cursio, Mullaney & Sliney, LLP).
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $0.01
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$0.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/17/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (8/04)

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leventhal, Mullaney & Blinkoff LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Leventhal, Mullaney & Blinkoff LLP

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	DD	GENERAL EX	627,000	627,000	128,759	498,241
	DE	CONTRACTUA	5,350,000	5,350,000	-1,540,956	6,890,956
		EXP TOTAL	13,903,211	13,903,211	252,410	13,650,801
		REV - EXP	4,467,447	4,467,447	66,569	-4,400,878

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR SUMMARY 12:38 PM
ACTIVE
FISCAL MO/YEAR : 03 2016
VENDOR NUMBER : 113547627 01 LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP
VENDOR ALPHA : LEVENTHAL, CURSIO,

S VENDOR SUMMARY	MAR 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	90,715.74
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	315,364.29
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
GO14 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/15/2016
LINK TO: VENDOR SUMMARY 12:42 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : 113547627 01 LEVENTHAL, CURSIO, MULLANEY & SLINEY LLP
VENDOR ALPHA : LEVENTHAL, CURSIO,

S	VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	-11,924.99	90,715.74
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	-1,743.75	.00
	PAYMENTS	.00	13,668.75	315,364.29
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS	.00	13,668.75	13,668.75
	B/U WITHHOLDING	.00	.00	.00
	B/U WITH PAID	.00	.00	.00
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Leventhal, Mullaney & Blinkoff, LLP (CLAT16000012)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

FEDERAL TAX ID #: 113547627

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 30, 2013.This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP). With respect to the revisions to the payment terms, the contract was originally negotiated and Counsel was selected to perform services at an hourly rate. NIFA rejected a prior version of amendment #1 that was to continue an hourly rate payment. In the alternative, NIFA suggested that the County negotiate a contingency agreement. The County Attorney's office reviewed other outside counsel County and non-County contingency agreements as a point of reference and was able to negotiate a competitive contingency agreement. Counsel has been retained to continue providing legal services since they have already begun services pursuant to the original contract.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/18/16

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Mullaney & Blinkoff, LLP (formerly known as Leventhal, Cursio, Mullaney & Sliney, LLP), having an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT13000001 between the County and Counsel, executed on behalf of the County on April 30, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation related to the London Interbank Offered Rate ("LIBOR"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from July 1, 2012 until completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the payment provision provided under the Original Agreement (as amended by this Amendment, the "Amended Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. (a) Amount of Consideration. Upon exhaustion of the Maximum Amount provided under the Original Agreement, Counsel shall be paid on a contingency fee basis. Subject to the approval of the Court (if necessary), for amounts recovered through settlement, trial, summary judgment or other judicial determination on the merits, Counsel shall be compensated on a contingency fee basis under which Counsel shall receive attorneys' fees based on Thirty-three Percent (33%) of the net sum recovered after deducting allowable expenses advanced by Counsel (as defined in Section 1(b) of this Amendment). Further, Counsel shall deduct any amounts paid to Counsel out of the Maximum Amount authorized under the Original Agreement from Counsel's portion of the recovery.

(b) Expenses and Disbursements. Upon exhaustion of the Maximum Amount provided under the Original Agreement, Counsel shall advance all expenses described under Section 3(d) of the Original Agreement ("Expenses"). All Expenses shall be

calculated separately for purposes of determining costs that may be recovered from defendants under fee-shifting statutes or common law.

(c) Time and Expense Records. Counsel shall prepare and maintain for recordkeeping purposes to be used in connection with any application to a Court for payment of attorneys' fees and costs, a quarterly report, or more frequently if requested by the Department, which shall include contemporaneous records of hours billed, the person(s) performing the Services, a description of the Services provided, and itemized Expenses (the "Time and Expense Report").

(d) Remittance to the County of Recovered Amounts. Counsel shall remit to the County all monies recovered in connection with the litigation, less legal fees and Expenses Counsel is authorized to retain in accordance with the terms of this Amendment (the net amount after deducting legal fees and Expenses shall be referred to as "County Remittances"). Counsel shall submit County Remittances to the County not later than one (1) month following Counsel's receipt of any recovery from defendants. All County Remittances shall be accompanied by a certified statement reflecting the terms of the recovery and setting forth, in detail, all deductions from the recovery.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LEVENTHAL, MULLANEY & BLINKOFF, LLP

By: Steven G. Leventhal
Name: Steven G. Leventhal
Title: managing member
Date:

NASSAU COUNTY

By:
Name: Carnell Foskey
Title: County Attorney
Date: 3/15/16

NASSAU COUNTY

By:
Name:
Title: County Executive
☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 11th day of March in the year 2016 before me personally came Steven G. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Member of Leventhal, Mullaney & Blinkoff, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Thomas J. Mullaney
NOTARY PUBLIC

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15th day of March in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/14/16

1) Bidder's/Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP

2) Address of Place of Business: 15 Remsen Ave. Roslyn, NY 11576

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone: (516) 484-5440

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 11-3547627

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ✓ Partnership ____ Corporation ___ Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ✓ No ___ If Yes, please provide details: Shares office space with Leventhal & Company, CPAs

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. Affiliated with Steven G. Leventhal, PC

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
Perform conflict checks in connection with each engagement

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person Honorable Carnell Foskey, County Attorney

Address One West Street

City/State Mineola, NY

Telephone 516-571-3056

Fax # _____

E-Mail Address _____

Company _____

Contact Person Honorable Julianne Beckerman, Mayor Inc. Village of Muttontown

Address "Rg2" Tafuro Way

City/State Syosset, NY

Telephone 516-364-3476

Fax # _____

E-Mail Address _____

Company _____

Contact Person Honorable Gerard Giannattasio, Village Justice, Village of Massapequa Park

Address 151 Front Street

City/State Massapequa, NY

Telephone 516-798-0244

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven G. Leventhal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of March 2016

Thomas J. Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Name of submitting business: Leventhal, Mullaney & Blinkoff, LLP

By: Steven G. Leventhal Print name

Signature

Managing Member
Title

3 / 11 / 16 Date

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
THOMAS J. MULLANEY
JEFFREY L. BLINKOFF

March 11, 2016

BUSINESS HISTORY FORM

A.

i) Date of formation: Established in 2000

ii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iii) Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

iv) n/a

vi) [redacted]

vii) attached

viii) n/a

STEVEN G. LEVENTHAL

15 Remsen Avenue, Roslyn, New York 11576; www.lcmblaw.com
Tel: (516) 484-5440; Fax: (516) 484-2710; e-mail: sleventhal@lcmblaw.com

(March 2016)

Attorney at Law

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-2016), President, *Steven G. Leventhal, P.C.* (1983-2016), Roslyn, New York.

- Municipal Affairs and related Litigation, Government Ethics, Zoning and Land Use Regulation,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Business Relations, Commercial Transactions, Commercial Litigation, Tax Planning and Tax Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,
- Professional Ethics and Discipline.

Outside Counsel, *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998-2012). Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York, Felony Certified (1981-1983). All phases of criminal defense, including jury trials to verdict.

Legal Intern, *Internal Revenue Service*, Office of Chief Counsel, Tax Litigation Division, Washington, D.C. (1979).

Certified Public Accountant

Leventhal and Company, LLP (formerly, *Leventhal and Leventhal, CPA's P.C.).* Accounting, tax and management advisory services (1976-1977; 1980-1981).

Judicial Service and Dispute Resolution

Village Justice, *Village of Lattingtown, New York* (2009-2016).

Village Justice, *Village of Massapequa Park, New York* (2005-2016).

Village Justice, *Village of Oyster Bay Cove, New York* (2001-2005).

Judicial Service and Dispute Resolution (cont.)

Rated "well qualified" to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

Hearing Officer, *New York State Joint Commission on Public Ethics* (JCOPE) (2014-2016). Appointed to serve as presiding officer in adjudicatory hearings to determine whether a violation has occurred of Public Officers Law sections 73 (Restrictions on Activities of current and former stat officers and employees), 73-a (Financial Disclosure) or 74 (Code of Ethics); Civil Law Section Law section 107 (Prohibition against certain political activities; improper influence); or Legislative Law article one-A (Lobbying Act).

Arbitrator, *Financial Industry Regulatory Authority* ("FINRA") (2011-2016). Appointed to serve are non-public (industry) arbitrator in industry and investor disputes.

Hearing Officer, *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Hearing Officer, *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Private Mediator, (2004-2005). Engaged to mediate terms of separation agreement in a matrimonial dispute.

Temporary Receiver, *United States District Court,* Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, *Supreme Court of the State of New York,* County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

Expert Witness Services

Engaged to provide analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings, and valuation of monetary damages in employment discrimination claims (1999-2009).

Public Service

Counsel to Member, *U.S. House of Representatives,* Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

Chair, Board of Ethics, *County of Nassau* (1996-2002); member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

Public Service (cont.)

Special Counsel, *County of Nassau*, (2001-2003; 2010-2016). Provided advice to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; assisted in revising Ethics Code, drafted plain language guide to government ethics; retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; counsel to hearing officer in Police Department disciplinary proceeding; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.

Counsel to Ethics Board, *County of Nassau*, (2002-2003; 2010-2016).

Counsel to Ethics Commission, *County of Suffolk*, (2009-2011). Served as general and litigation counsel to Ethics Commission in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.

Special Counsel, *Suffolk County Community College,* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Independent Consultant, Board of Ethics *County of Westchester,* (2012-2016). Responsible for administering financial disclosure program.

Counsel to Ethics Board, *Town of North Hempstead* (2007-2011, 2014-16). Assisted Town Board in drafting amendments to Town Ethics Code, developed and implemented ethics training program for Town officers and employees; provided counsel to Board of Ethics and drafted advisory opinions.

Special Counsel; Counsel to Ethics Board, *Town of Putnam Valley* (2006-2007). Assisted in drafting Town Ethics Code, served as litigation counsel to Town Board and Ethics Board.

Counsel to Ethics Board, *Town of Southampton* (2007-2016). Assisted Town Board in developing ethics policies and procedures, assisted in drafting amendments to Town Ethics Code, developed and implemented an ethics training program for Town officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations and drafted advisory opinions.

Counsel to Ethics Board, *Town of Huntington* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Public Service (cont.)

Counsel to Ethics Board, *Town of Oyster Bay* (2015-2016). Retained to assist Town Board in drafting Town Ethics Code, develop and implement ethics training program for Town officers and employees; provide counsel to Board of Ethics and draft advisory opinions.

Special Counsel, *City of White Plains* (2010-2012). Appointed to serve as counsel to Board of Ethics in connection with ethics investigation, and as litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure under FOIL of documents constituting record of preliminary investigation by Board of Ethics.

Special Counsel, *City of Mount Vernon* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, Town of Yorktown, Retained to review Town Code of Ethics, and to provide ethics advice and recommendations. (2015).

Village Attorney, *Village of Muttontown* (2006-2016). Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.

Special Counsel, *Village of Manorhaven.* Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations (2009-2013).

Counsel to Planning Board, *Village of Rockville Centre* (2008-2012).

Counsel to Ethics Board, *Village of Rockville Centre* (2006-2012).

Special Counsel, *Village of Freeport,* Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).

Special Counsel, *Village of Freeport Community Development Agency,* Retained as litigation counsel in the defense of breach of contract and tort claims (2012-2015).

Special Counsel, *Freeport Housing Authority.* Retained to supervise investigation, and to provide advice and recommendations (2015-16).

Special Counsel, *Village of Plandome Manor,* Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).

Special Counsel, *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.

Public Service (cont.)

Member, Planning Board, *Village of Lattingtown* (2002-2009).

Special Counsel, *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel, *Village of Hempstead Housing Authority* (2013-2015). Retained to serve as litigation counsel in Federal and State courts.

General Counsel, *Village of Hempstead Community Development Agency* (2015).

Special Counsel, *Port Washington Police District* (2011-2012). Retained for internal investigation and report.

Special Counsel, *Franklin Square Munson Fire District* (2011). Retained for advice in connection with a labor and employment matter.

Special Counsel, *Roosevelt Public Library* (2008-2011). Retained to represent Library District in connection with legal, accounting, personnel, civil service, and unemployment and issues.

Special Counsel, *Town of Eastchester Fire Department* (2009). Retained to provide ethics advice to Board of Fire Commissioners.

Special Counsel, *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.

Teaching Experience

Adjunct Professor, *Long Island University,* College of Management, Graduate School of Public Service, Department of Health Care and Public Administration, Greenvale, New York (1998-2001). *Environmental Law and Administration*; *Environmental Litigation Internship; Regulatory Agencies; Administrative Law and the Legal Environment in the Health Sector; Medical Ethics.*

Bar Admissions

United States Supreme Court (2010).
United States Court of Appeals for the Second Circuit (1989).
United States District Court for the Eastern District of New York (1983).
United States District Court for the Southern District of New York (1983).
United States District Court for the District of New Jersey (1990, ret. 2014).
United States Tax Court (1983).
New York State Bar (1981).
New Jersey State Bar (1990, ret. 2014).

Education

New York University School of Law, J.D. 1980
Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976
Recipient, M. Tomasulo Award in Accounting; Member, *Delta Mu Delta*, National Business Honor Society.

Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Politics, Elections and the Municipal Attorney"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2013);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest,"* (2013);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law"* (2012, 2014);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- "*Ethics and Professionalism*" (2011, 2009, 2008, 2007);
- *"Needed: A New Statewide Ethics Code For Local Municipalities" (2010);*
- *"Ethics Update – Rules of Professional Conduct and Municipal Law Ethics Issues"* (2009); "*What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics*" (2008);
- "*Operating a Local Municipal Board of Ethics*" (2006);
- "*Anatomy of a Conflicts Case*" (2001).

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- *Joint Meeting with Environmental Law Section,* Jiminy Peak, MA. (2013);
- *Fall Meeting,* Washington, D.C. (2010).

Lecturer: New York State Bar Association, young Lawyers Section *"Bridging the Gap: Suing or Defending a Municipality – The Notice of Claim"* (2015).

Professional Speaking Activities (cont.)

Lecturer: New York State Economic Development Council, Basic Economic Development Course: "*Ethics and Integrity in Government*" (2015, 2014, 2013, 2012, 2011).

Panelist: Albany Law School, Government Law Center, *Municipal Law and Planning: A Local Perspective on Hydrofracking* (2012).

Lecturer: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies, Land Use Training Program for Municipal Planning and Zoning Officials,

- *"Ethics Update"* (2015, 2011, 2010);
- *"An Ethics Minefield: Avoiding Missteps in Municipal Planning and Zoning"* (2009).

Panelist: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies – Nassau County Planning Commission, Land Use Training Program for Municipal Planning and Zoning Officials, *"Best Practices for Public Hearings"* (2011).

Lecturer: Pace University School of Law, Center for Continuing Legal Education, "*Municipal Ethics for Practitioners and Public Officials*" (2011, 2004).

Lecturer: SUNY New Paltz, Center for Research, Regional Education and Outreach, *"Ethical Issues for Municipal and Land Use Attorneys, including Amendments to Code of Professional Responsibility"* (2009).

Lecturer: Manhattan College Center for Ethics, "*Current Issues in Government Ethics*" (2013);

Program Chair, Theodore Roosevelt American Inn of Court, "*Municipal Ethics"* (2011).

Panelist, Theodore Roosevelt American Inn of Court, *Securities Arbitration* (2012). *"Preliminary Injunctions: Practical Insights from the Perspectives of the Client, Advocate and Judiciary"* (2010).

Panelist: American Bar Association/American Law Institute, *"Ethical Considerations for Government Lawyers"* (2009).

Program Chair: Nassau Academy of Law,

- *"Can I Quote You?: A Lawyer's Guide to Dealing with the Press"* (2015);
- *"Securities Arbitration Before the Financial Industry Regulatory Authority (FINRA): The New Suitability Rules, the Proposed New Rules for Expungement of Reported Information From a Broker's Record, and Ethical Considerations in Securities Arbitration"* (2013);

Professional Speaking Activities (cont.)

Program Chair: Nassau Academy of Law (cont.),

- "*Current Issues in Government Ethics*" (2004);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2002).

Lecturer: Nassau Academy of Law, Dean's Hour,

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"Talking to the Press: Ethical Considerations for Municipal and School Attorneys"* (2014);
- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2014);

Lecturer: Nassau Academy of Law, Dean's Hour (cont.),

- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2011, 2010);
- "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2008);
- "*An Ethics Minefield: A Day in the Life of a Government Attorney*" (2007, 2005);
- "*Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?*" (2002);

Panelist: Nassau Academy of Law and Gold Coast International Film Festival, *"(Dis)honesty – The Truth About Lies"* (2015).

Lecturer: Nassau Academy of Law, *"Clients with Diminished Capacity: Ethical Considerations"* (2016);

Lecturer: Nassau County Bar Association, Education Law Committee, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- *"Gifts and Favors: Tis the Season"* (2014);
- "*Proposed Model Code of Ethics for Municipalities*" (2001);
- "*Government Ethics*" (1998).

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- *"Integrity in Government"* (2016);
- *"Government Ethics in the Real World"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"An Agency Head's Guide to Financial Disclosure* (2014);

Professional Speaking Activities (cont.)

Lecturer: Office of the Nassau Co. Attorney, Continuing Legal Ed. Program (cont.):

- "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2013, 2011, 2010, 2006).

Lecturer: Suffolk County Bar Association, 24th Annual Labor & Employment Conference, "*A Practical Guide to Government Ethics*" (2014).

Program Chair: Suffolk Academy of Law, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2005).

Lecturer: *"Ethics Training for Municipal Officers and Employees"*

- County of Rockland, (2012, 2010);
- County of Nassau (2011);
- County of St. Lawrence (2007);
- City of Peekskill (2011);
- Town of Clarence (2014);
- Town of Clifton Park (2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Village of Rockville Centre (2009, 2006);
- Village of Muttontown (2008, 2015).

Lecture: Co. of Westchester, *"Ethics Training for the Board of Ethics"* (2013).

Lecturer: Town of North Hempstead, *"Financial Disclosure for Town Officers and Employees"* (2007).

Lecturer: Engineers Joint Committee of Long Island, *"A Practical Guide to Government Ethics"* (2013).

Lecturer: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecturer: eRealty Title Agency, *"A Practical Guide to Government Ethics"* (2012).

Lecturer: Nassau/Suffolk Water Commissioners Association, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2009).

Professional Speaking Activities (cont.)

Panelist: Council On Government Ethics Laws (COGEL), *"Financial Disclosure: How Much is Too Much?"* (2008).

Lecturer: Leadership Training Institute, *"Responsibilities of Officers and Directors of Not-for-Profit Corporations"* (2008).

Lecturer: Lorman Education Services, "*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*" (2008).

Panelist: Helsinki University School of Law, "*Comparative Legal Systems: Judicial Ethics*" (2007).

Lecturer: Nassau County Supreme Court, *"Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers"* (2007).

Lecturer: New York State Association of Real Property Tax Services, "*An Ethics Minefield: Avoiding Missteps in Government Service*" (2006).

Lecturer: Gold Coast Library District, *"Ethics Training for District Trustees"* (2006).

Lecturer: Practicing Law Institute, "*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*" (2005).

Lecturer: Farrell Fritz, P.C., Continuing Legal Education Program, "*Government Ethics*" (2004).

Lecturer: Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, "*May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*" (2004).

Lecturer: Rivkin Radler LLP, Continuing Legal Education Program, "*Government Ethics*" (2001).

Lecturer: Hicksville United Methodist Church, Outreach Program, "*Living Wills, Health Care Proxies, and Other Advance Directives*" (2001).

Program Chair: The Shanti Fund, "*Wake Up Manju!*" (1998).

Lecturer: American Society of Women Accountants, "*Corporate Shareholder Agreements*" (1988).

Lecturer: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, "*Corporate Shareholder Agreements*" (1987).

Publications

Contributing author, *"Municipal Ethics In New York: A Primer for Attorneys and Public Officials"*, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (projected pub. 2015), Chapters:

- *Article 18: New York's Conflict of Interest Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board,*
- *Mastering the Art of Giving Ethics Advice,*
- *The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.*

Co-Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials"* (2014);
- *An "Abbreviated History of Government Ethics Laws"* (2014);
- *"The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law"* (2013);

Author, The Municipal Lawyer, NYS Bar Association, Municipal Law Section:

- *"Professor Mark Davies Reflects on a Career in Government Ethics (2016);*
- *"Talking to the Press: Ethical Considerations for Municipal Attorneys"* (2014);
- *"The Case for Renaming the Professional Ethics Committee"* (2012);
- *"Communication with Represented Public Officials: The 'No Contact' Rule as Applied to the Government Client"* (2012);
- *"How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest"* (2011);
- *"Needed: A New Statewide Ethics Code for Local Municipalities"* (2009);
- *"Running a Local Municipal Ethics Board: Ten Steps to a Better Board"* (2008);
- "*Running a Municipal Ethics Board: Glossary of Municipal Ethics Terms,*" (2006);
- Author, "*Running a Municipal Ethics Board: Is Ethics Advice Confidential?*" (2004).

Cited as Expert on Government Ethics, *The New York Times* (August 21, 2004).

Author, *Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions.* Talk of the Towns, New York State Association of Towns; International Visitors' Manual, New York City Conflicts of Interest Board; and website of the New York State Bar Association (2004).

Awards

Author, "*Why Do We Need a Government Ethics Code?*" The Nassau Lawyer, (2004).

Recipient, *Frank J. Santagata Memorial Award*, Nassau Co. Magistrates Assoc: for "exemplary ethics, professionalism, love of the law, and devotion to justice for all" (2014).

Recipient, *Directors Award*, Nassau County Bar Assoc.: for having "worked tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co." (2006).

Recipient, *Shanti (Peace) Award*, "for selfless and visionary help" to Indian-Americans (1998).

Professional and Civic Associations and Activities

Nassau County Magistrate's Association: President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007).

American Bar Association

- Member, House of Delegates (2015-2016);
- Fellow, American Bar Association (2005-2013).

New York State Bar Association

- **Member, Executive Committee, Municipal Law Section, (2010-2017);**
- **Co-Chair, Committee on Ethics and Professionalism, Municipal Law Section** (2013-14), Co-Chair, (2009-2015);
- Member, Nominating Committee (2013-2015);
- Member, Committee on Standards of Attorney Conduct (2014-2015);
- Member, Committee of Bar Leaders (2016);
- Member, Committee on Attorney Professionalism (2001-2002);
- Member (by special appointment) Task Force on Government Ethics (2010);
- Member, House of Delegates (2011-2015);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Nassau County Bar Association

- **Vice President (2015-2016),** Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012);
- Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);

Professional and Civic Associations and Activities (cont.)

Nassau County Bar Association (cont.)

- Member, Justice Courts Task Force (2007);
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016).

Member, Long Island Council of Bar Leaders (2010-2011).

Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2016)

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015);
- Statewide High School Mock Trial Competition (2005, 2008-2015);
- National Trial Competition (2012);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015, 2016);
- Natl. Civil Rights Trial Competition, St. John's Univ. Law School (2005, 2012).

Member, Theodore Roosevelt American Inn of Court (2009-2016).

Member, Council on Government Ethics Laws (national organization of government ethics administrators) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).
Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009);
Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

Personal Information

NON-DUES REVENUE TASK FORCE

Memo

To: Non-Dues Revenue Task Force Committee

From: Ross L. Schiller

Date: March 8, 2016

Re: Ideas to Raise funds at NCBA Dinner Dance

At our meeting on Thursday, March 3, 2016, at 5:30 pm, the committee came up with ideas to raise funds at the NCBA Dinner Dance. As this is an up-coming event where there will be several hundreds of people in attendance, the ideas introduced, that would be tasteful and fun, include:

- A 50/50 raffle. We can do this by having several sheets that people fill out as they come in to the event, or by selling tickets where we keep half and the person keeps the other half. This can be drawn during the cocktail hour, so as not to interfere with speeches and the formal dinner.

- Raffles- we can have donated some high-end items, limited to a certain number of raffles, and those can be sold at the door, with different color tickets from the 50/50 raffle.

- Silent Auction- this can be high-end items on a table that people can peruse, and then sign for a certain amount.

- Additions to Journal Advertising- besides the law firms that advertise, we go out to the community, including local Chamber and businesses, as well as those who work with our legal community.

- Using signage and journal pages to introduce upcoming events and sales, including the purchase of bricks to be placed outside by the flagpole.

- Donation of Bricks- those who purchase over $500.00 in journal advertising or other items that produce fundraising revenue of over $500.00, the NCBA would donate a brick in that persons or firms honor.

- The Offering of a Brick for those honorees from the dinner for $495.00. The firm or families may be willing to do this for their honoree.

LEVENTHAL, MULLANEY & BLINKOFF, LLP
(formerly, Leventhal, Cursio, Mullaney & Sliney, LLP)
15 Remsen Avenue, Roslyn, New York 11576
Tel: (516) 484-5440; Fax: (516) 484-2710
(March 2016)

The Firm – Organizational Capacity

The firm has extensive experience in the representation of private and institutional cleints in the financial industry, and public sector clients at every level of government, including Federal, State, County, City, Town, Village, Public Authority and Special District clients.

The firm is comprised of partners Steven Leventhal, Thomas Mullaney, Jeffrey Blinkoff, and former partner Ralph Cursio who now serves as counsel to the firm. The firm's affiliate, Steven G. Leventhal, P.C. is comprised solely of Mr. Leventhal.

Steven G. Leventhal – Practice Area Expertise

Mr. Leventhal was admitted to practice in 1981. He is an attorney and CPA, and served for fourteen years as special counsel to Merrill Lynch and Bank of America. Mr. Leventhal is an arbitrator for the Financial Industry Regulatory Authority (FINRA). He serves as Village Attorney for the Village of Muttontown and as counsel to various county, town and village boards and commissions. Mr. Leventhal is the Associate Village Justice for two Nassau County villages, a hearing officer for the New York State Joint Commission on Public Ethics (JCOPE)

Mr. Leventhal served as chair of the Nassau County Board of Ethics for six years, as a member of the Board for twelve years, and currently serves as counsel to the Board. He is frequently engaged to provide ethics advice, training and continuing professional education programs to municipal officers and employees throughout the State.

Thomas J. Mullaney

Thomas Mullaney was admitted to practice in 1971. He served for nineteen years in the Office of General Counsel on Merrill Lynch and Bank of America. He has extensive experience in handling litigation and arbitration proceedings involving derivatives, swaps and other complex banking and securities transactions.

Mr. Mullaney has provided legal counsel to municipal executives, boards and departments, and has served as prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Mullaney has served as primary analyst, researcher and draftsman in litigation matters for municipal clients in the federal and state courts.

Prior to joining the firm, Mr. Mullaney was Divisional Counsel for the Private Banking and Investment Group at Merrill Lynch, and was also Regional Counsel, supervising outside counsel in FINRA arbitrations, litigation, and regulatory proceedings. Previously, he was

employed at the law firm of Brown & Wood (now known as Sidley Austin), where he predominantly represented Merrill Lynch.

Ralph M. Cursio

Ralph Cursio was admitted to practice in 1979. He served for eighteen years in the Office of General Counsel of Merrill Lynch and Bank of America. He held a variety of positions in the Office of General Counsel, including First Vice President, Assistant General Counsel. While serving in that capacity, Mr. Cursio was the manager of global wealth management/broker-dealer litigation. He has broad experience handling scores of securities arbitration matters and managing teams of in-house and outside counsel on numerous matters both nationwide and internationally, including research-related matters, matters involving collateralized debt obligations and auction rate securities. During his tenure at Merrill Lynch, Mr. Cursio was responsible for supervising a team of eleven lawyers. After leaving Merrill Lynch, Mr. Cursio was of counsel to the New York office of Loeb & Loeb LLP where his practice focused on securities litigation and arbitration and commercial litigation.

Mr. Cursio has served as Associate Village Attorney for the Village of Muttontown, providing legal counsel to the Mayor, Village Boards and Village Departments, and has served as lead prosecutor in Village Court for violations of the Muttontown Village Code. Mr. Cursio has served as litigation counsel to municipal clients in the federal and state courts.

Jeffrey L. Blinkoff

Jeffrey Blinkoff joined the firm on June 1. 2015. He was admitted to practice in 1990. Mr. Blinkoff has extensive experience in the areas of municipal law and civil litigation. He serves as Village Attorney to two local villages, as village prosecutor in numerous local villages, and as litigation counsel to various not-for-profit agencies.

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Steven G. Leventhal
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 15 Remsen Ave
   City/state/zip Roslyn, NY 11576
   Telephone 516-484-5440
   Other present address(es) not applicable
   City/state/zip n/a
   Telephone n/a
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 03/___/2000
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100% equity interest

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details.

PRINCIPAL QUESTIONNAIRE FORM

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES

Nassau County Bar Association- Vice President

Duck Pond Associates- Partner

Old Roslyn Management Corp- President

Setauket Village Market, LLP- Managing Member

6. Has any government entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES

County of Westchester- Consultant to Board of Ethics

Town of North Hempstead- Counsel to Board of Ethics

Town of Huntington- Counsel to Board of Ethics

Town of South Hampton- Counsel to Board of Ethics

Town of Oyster Bay- Counsel to Board of Ethics

Town of Yorktown- Counsel to Board of Ethics

City of Mount Vernon- Special Counsel

Village of Muttontown- Village Attorney

Village of Manorhaven- Special Counsel

Village of Freeport- Special Counsel

Freeport Housing Authority- Special Counsel

Hempstead Housing Authority- Special Counsel

Roosevelt Public Library- Special Counsel

Suffolk Community College- Special Counsel

Hempstead Community Development Agency- Special Counsel

Freeport Community Development Agency- Special Counsel

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven G. Leventhal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of March 2016

Thomas J. Mullaney
Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2019

Leventhal, Mullaney & Blinkoff, LLP
Name of submitting business

Steven G. Leventhal
Print name

Steven G. Leventhal
Signature

Managing Member
Title

3 / 11 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Leventhal, Mullaney & Blinkoff, LLP

   Address: 15 Remsen Ave

   City, State and Zip Code: Roslyn, NY 11576

2. Entity's Vendor Identification Number: 11-3547627

3. Type of Business: ____Public Corp ✓ Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven G. Leventhal
15 Remsen Ave.
Roslyn, NY 11576

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached

LEVENTHAL, MULLANEY & BLINKOFF, LLP
ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

Question 5.

Steven G. Leventhal
15 Remsen Avenue
Roslyn, NY 11576

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, NY 11576

Jeffrey L. Blinkoff
15 Remsen Avenue
Roslyn, NY 11576

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Steven G. Leventhal, P.C. - Common Ownership

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/11/16

Signed: Steven G. Leventhal

Print Name: Steven G. Leventhal

Title: Managing Member

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Contract ID#: CQAT13000001

Certified copy of contract received on 05/07/2013 LR

Department: County Attorney

E-55-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT13000001 NIFS Entry Date: 02/13/2013 Term: July 1, 2012 – Completion of Services

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Leventhal, Cursio, Mullaney & Sliney, LLP	Vendor ID#: 113547627
Address: 15 Remsen Avenue, Roslyn, New York 11576	Contact Person: Steven Leventhal
	Phone: (516) 484-5440

County Department	
Department Contact: Daniel Gregware	
Address: 1 West St., Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	2/20/13		Yes ☐ No ☐ Not required if blanket resolution
3/5/13	County Attorney	*CA RE&I Verification* ☐	3/5/13		
	County Attorney	*CA Approval as to form* ☐	03/6/2013		Yes ☐ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	3/15/13	Gregory A. Meny	
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	04/15/2013		
	County Comptroller	*NIFS Approval* ☑	4/23/13	CGL 4/22/13	
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/18/13		

PR5254 (8/04)

Contract ID#: CQAT13000001

Department: County Attorney

Contract Summary

Description: New contract.

Purpose: This is a new outside counsel contract where Counsel shall represent Nassau County in the anticipated litigation relating to the London Interbank Offered Rate (LIBOR).

Method of Procurement: A Request for Qualification was issued and a panel established. Counsel was selected from the panel based on th firm's experience, expertise in the subject matter and availability.

Procurement History: See method of procurement above. Also, Counsel has previously contracted with the County (through the firm Leventhal & Sliney, LLP).

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$25,000.00
2		$
3		$
4	J. Amato 3/5/13	$
5		$
6		$
	TOTAL	$25,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name [signature]	Name [signature]	Date 3/18/13
Date 4/23/2013	Date 4/23/13	(For Office Use Only)
		E #:

PR5254 (8/04)

E-55-13

RULES RESOLUTION NO. 99 - 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/8/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

RULES RESOLUTION NO. – 2013

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leventhal, Cursio, Mullaney & Sliney, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Leventhal, Cursio, Mullaney & Sliney, LLP.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Leventhal, Cursio, Mullaney & Sliney, LLP (CQAT13000001)

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, New York 11576

FEDERAL TAX ID #: 113547627

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This i
renewal or extension pursuant to the contract, or an amendment within the scope of the contract or R
(copies of the relevant pages are attached). The original contract was entered ir
after_____
_____
_____ [descri
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluati
of the contractor's performance for any contract to be renewed or extended. If the contractor has r
received a satisfactory evaluation, the department must explain why the contractor should nevertheless
permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

X B. A Request for Qualification was issued and a panel established. Counsel was selected from the panel based on the firm's experience, expertise in the subject matter and availability.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the servic
required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reaso for entering into this contract without conducting a competitive process, and details when the departme intends to initiate a competitive process for the future award of these services. For any such contract, whe the vendor has previously provided services to the county, attach a copy of the most recent evaluation the vendor's performance. If the contractor has not received a satisfactory evaluation, the department mu explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performan evaluations may not be possible because of the nature of the human services program, or because of compelling need to continue services through the same provider. In those circumstances, attach explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/14/2013

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

LCMS

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

ATTORNEYS AT LAW
15 REMSEN AVENUE
ROSLYN, NEW YORK 11576
TELEPHONE: (516) 484-5440
FACSIMILE: (516) 484-2710

STEVEN G. LEVENTHAL
RALPH M. CURSIO
THOMAS J. MULLANEY
BENEDICT L. SLINEY

CHRISTINE H. PRICE
CHITRA ANBALAGAN

February 7, 2013

Via Federal Express
Daniel J. Gregware, Esq.
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, New York 11501

Re: Special Counsel Contract with Leventhal, Cursio, Mullaney & Sliney, LLP

Dear Mr. Gregware:

This is to confirm that the names, business addresses and phone numbers of all principals of Leventhal and Sliney, LLP are as follows:

Steven G. Leventhal
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 101

Ralph M. Cursio
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 201

Thomas J. Mullaney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 301

Benedict L. Sliney
15 Remsen Avenue
Roslyn, New York 11576
(516) 484-5440, ext. 100

Thank you for your assistance in this matter.

Very truly yours,

Steven G. Leventhal

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leventhal, Cursio, Mullaney & Sliney, LLP, with an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is anticipating litigation relating to the London Interbank Offered Rate ("LIBOR"); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2012 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in connection with the anticipated litigation relating to LIBOR (the "Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate of Two Hundred Twenty-five Dollars ($225.00) for partners, One Hundred Seventy-five Dollars ($175.00) for associates and Ninety Dollars ($90.00) for paralegals.

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a

material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported

assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LEVENTHAL, CURSIO, MULLANEY & SLINEY, LLP

By: _____

Name: Steven G. Leventhal

Title: Managing Member

Date: February 7, 2013

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: 2 | 14 | 2013

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive
Deputy County Executive

Date: 4/30/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of February in the year 2013 before me personally came Steven G. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Member of Leventhal, Cursio, Mullaney & Sliney, LLP , the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Christine H. Price

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14 day of February in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 30 day of April in the year 2013 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   Steven G. Leventhal _____ (Name)

   15 Remsen Avenue, Roslyn, NY 11576 _____ (Address)

   (516) 484-5440, ext. 101 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

2/7/13
Dated

Signature of Chief Executive Officer

Steven G. Leventhal
Name of Chief Executive Officer

Sworn to before me this

7th day of February, 2013.

Christine H. Price
Notary Public

Christine H. Price
Notary Public, State of New York
No. 01PR6173903
Qualified in Nassau County
Commission Expires September 4, 2015

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Leventhal, ~~Cursio~~, Mullaney & Blinkoff, LLP (CLAT16000012)

2. Dollar amount requiring NIFA approval: $ .01

Amount to be encumbered: $ .01

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 07/01/2012-Completion

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is in approval process.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to an outside counsel contract where Counsel shall represent Nassau County in connection with litigation related to the London Interbank Offered Rate (LIBOR). This amendment amends the payment terms so that upon exhaustion of the maximum amount provided in the original contract, Counsel shall be paid on a contingency fee basis as further described in the attached amendment.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Miller — 3/16/16

Signature | Title | Date

_____

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

_____

Signature | Title | Date

_____

Print Name

NIFA

Amount being approved by NIFA: _____

_____

Signature | Title | Date

_____

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Contract ID#: CQSS12000141____

Department: Social Services

E 120-16

Contract Details

SERVICE Investigation Services

NIFS ID #: CLSS16000028 NIFS Entry Date: 03/16/16__Term: from 01/01/16 to 12/31/16

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Summit Security Services, Inc.	Vendor ID#132896421
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact PersonRobert Krolikiewicz E-mail rkrolikiewicz@summitsecurity.com Phone 516 240-2439 Fax:516 542-1285

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	3/17/16		
	OMB	*NIFS Approval* ☐	3/23		Yes ☒ No ☐ Not required if blanket resolution
3/28/16	County Attorney	*CA RE & Insurance Verification* ☑	3/31/16		
3/31/16	County Attorney	*CA Approval as to form* ☑	4/13/16		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/2/16		

127327

PR5254 (8/04)

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY -2 P 4:36

ISO 10510:1994(E)

Contract ID#: CQSS12000141____ Department: Social Services__

Contract Summary

Description: Contract Investigation Services

Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.

Method of Procurement: RFP

Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).

Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$193,857.00
Federal	$387,714.00
State	$193,857.00
Capital	$
Other	$
TOTAL	$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3		$
4		$
5	SSGEN2100/DE500	$775,428.00
6		$
	TOTAL	$775,428.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/2/16
Date	Date	*(For Office Use Only)* E #:

127327

PR5254 (8/04)

CLSS16000028

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Summit Security Services, Inc.

2. Dollar amount requiring NIFA approval: $ 775,428.00

Amount to be encumbered: $ 775,428.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing contract services.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % 50
State % 25
County % 25

Is the cash available for the full amount of the contract?	✓ Yes	___ No	
If not, will it require a future borrowing?	___ Yes	___ No	
Has the County Legislature approved the borrowing?	___ Yes	___ No	✓ N/A
Has NIFA approved the borrowing for this contract?	___ Yes	___ No	✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	___ Yes	___ No	___ N/A
Nassau County Committee and/or Legislature	___ Yes	___ No	___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLSS15000003 $775,428.00

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 Dallen 3/24/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 03/23/2016
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 9:19 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX :
ORGANIZATION : SS SOCIAL SERVICES
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	24,000	24,000		24,000
	DD	GENERAL EX	772,829	772,829	283,608	489,221
	DE	CONTRACTUA	7,631,404	7,631,404	-1,378,600	9,010,004
	HF	INTER-DEPA	16,683,623	16,683,623		16,683,623
	SS	RECIPIENT	62,000,000	62,000,000	11,431,114	50,568,886
	TT	PURCHASED	65,851,121	65,851,121	27,369,092	38,482,029
	WW	EMERGENCY	50,980,000	50,980,000	23,973,058	27,006,942

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Summit Security Services, Inc.

CONTRACTOR ADDRESS: 390 RXR Plaza, Uniondale, NY 11556

FEDERAL TAX ID #: 132896421

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 FEBRUARY 1, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after AN RFP WAS ISSUED.

[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

3-17-16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Exhibit A

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Nicholas M. Auletta

   SSN [redacted]

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 390 RXR Plaza

   City/state/zip Uniondale, NY 11758

   Telephone 516 240-2403

   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)

   Co-President 05 / 01 / 02 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary 07/ 31 / 06

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 01 / 01 / 90 _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

7. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

8. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

APPENDIX D

c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Nicholas M. Auletta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of March 2016

Kimberley A Klimiuk

Notary Public

KIMBERLEY A KLIMIUK
Notary Public, State of New York
Registration No. 01-KL6326597
Qualified In Nassau County
Commission Expires June 22, 2019

Summit Security Services, Inc.

Name of submitting business

Nicholas M. Auletta

Print name

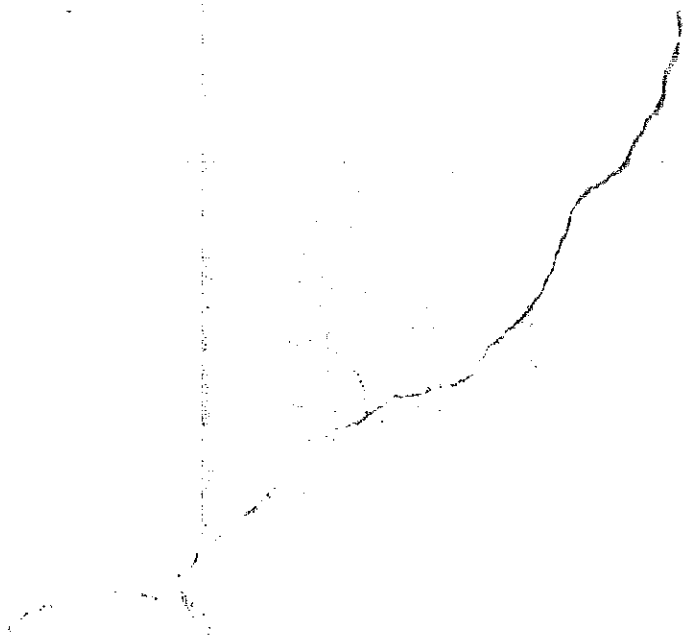
Signature

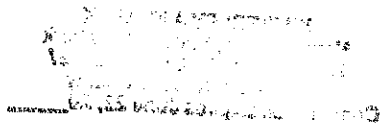
Vice President

Title

03 / 14 / 16

Date





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No, neither Summit nor our corporate officers have provided campaign contributions pursuant to the New York State Election Law in the above mentioned periods.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Summit Security Services, Inc.

Dated: April 12, 2016

Signed:

Print Name: Nicholas M. Auletta, CPP

Title: Vice President

APPENDIX C
BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/14/16

1) Proposer's Legal Name: Summit Security Services, Inc.

2) Address of Place of Business: 390 RXR Plaza, Uniondale, NY 11556

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516 240-2400

Does the business own or rent its facilities? rent

4) Federal I.D. Number or Social Security Number: 13-2896421

5) Dun and Bradstreet number: 10-765-2075

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation ___
Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ___ No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details._____

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

_____

___

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

_____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ___ No X If Yes, provide details for each such investigation. _____

_____

_____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

_____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

_____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

_____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

_____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

_____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence.

_____

_____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ____

_____

_____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

_____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(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 as collection agent on behalf of Nassau County. None

(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 as collection agent on behalf of Nassau County. None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None

6.) 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.

Summit has taken the following measures to ensure avoidance of any conflict of interest:

1. Written company policy published in the Employee Handbook

2. Knowledge FAR and other workplace rules, applied to Summit operations by the Vice President of Human Resources

3. Initial training for all investigators assigned to government agency contracts includes training in the employees' roles in avoiding conflicts of interest

4. Rigorous pre-screening of all employees, including thorough personal history and work background checks as well as pre-employment interviews, obtaining information that could potentially constitute, or be construed as, a conflict of interest for Summit or its clients

5. Judicious assignment of personnel on a client-by-client basis to ensure overt or potentially damaging conflicts of interest

We affirm that, to the best of our knowledge, and having performed due diligence, Summit principals, officers, managers, or assigned employees have no conflicts of interest with Nassau County or the Nassau County Department of Social Services.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Nicholas M. Auletta, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of March 2016

Notary Public

TARA N KRUMHOLZ
Notary Public, State of New York
Registration No. 01-KR6326595
Qualified in Suffolk County
Commission Expires June 22, 20 19

Name of submitting business: Summit Security Services, Inc.

By: Nicholas M. Auletta, CPP
Print name

Signature

Vice President
Title

03 / 15 / 2016
Date

Attachments To Appendix C: Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should 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.

Nassau County Department of Social Services - Medicaid
Company and Entitlement Fraud Investigation Services

Contact Person Scott Skrynecki, Director, Office of Investigations

Address 60 Charles Lindbergh Boulevard

City/State Uniondale, NY 11533

Telephone 516 227-7788

Fax # 516 227-8734

E-Mail Address Scott.skrynecki@hhsnassaucountyny.us

Company Office of Medicaid Inspector General

Contact Person James G. Sheehan, Chief Integrity Officer / Executive Deputy Commissioner New York City Human Resources Administration

Address 250 Church Street, 6th Floor

City/State New York, NY 10013

Telephone 212 274-5600

Fax # 212 274-6110

E-Mail Address sheehanj@hra.nyc.gov

Please note: James G. Sheehan is the former New York State Medicaid Inspector General and will provide a reference regarding Summit's performance in providing Medicaid provider fraud investigations for NYS OMIG.

Company County of Westchester, Department of Parks, Recreation & Conservation

Contact Person Neil Squillante, Director of Administrative Services

Address 450 Saw Mill River Road

City/State Ardsley, NY 10502

Telephone 914 864-7009

Fax # 914 864-7053

E-Mail Address nas1@westchestergov.com

Company New Jersey Transit Corporation
Anthony M. Grieco, Senior Director
Contact Person Customer Service & Transit Information

Address One Penn Plaza

City/State Newark, NJ 07105-2246

Telephone 973 491-8559

Fax # 201 243-7223

E-Mail Address agrieco@njtransit.com

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Summit Security Services, Inc.

Address: 390 RXR Plaza

City, State and Zip Code: Uniondale, NY, 11552

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Corporation Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Nicholas M. Auletta, Co-President, [redacted]

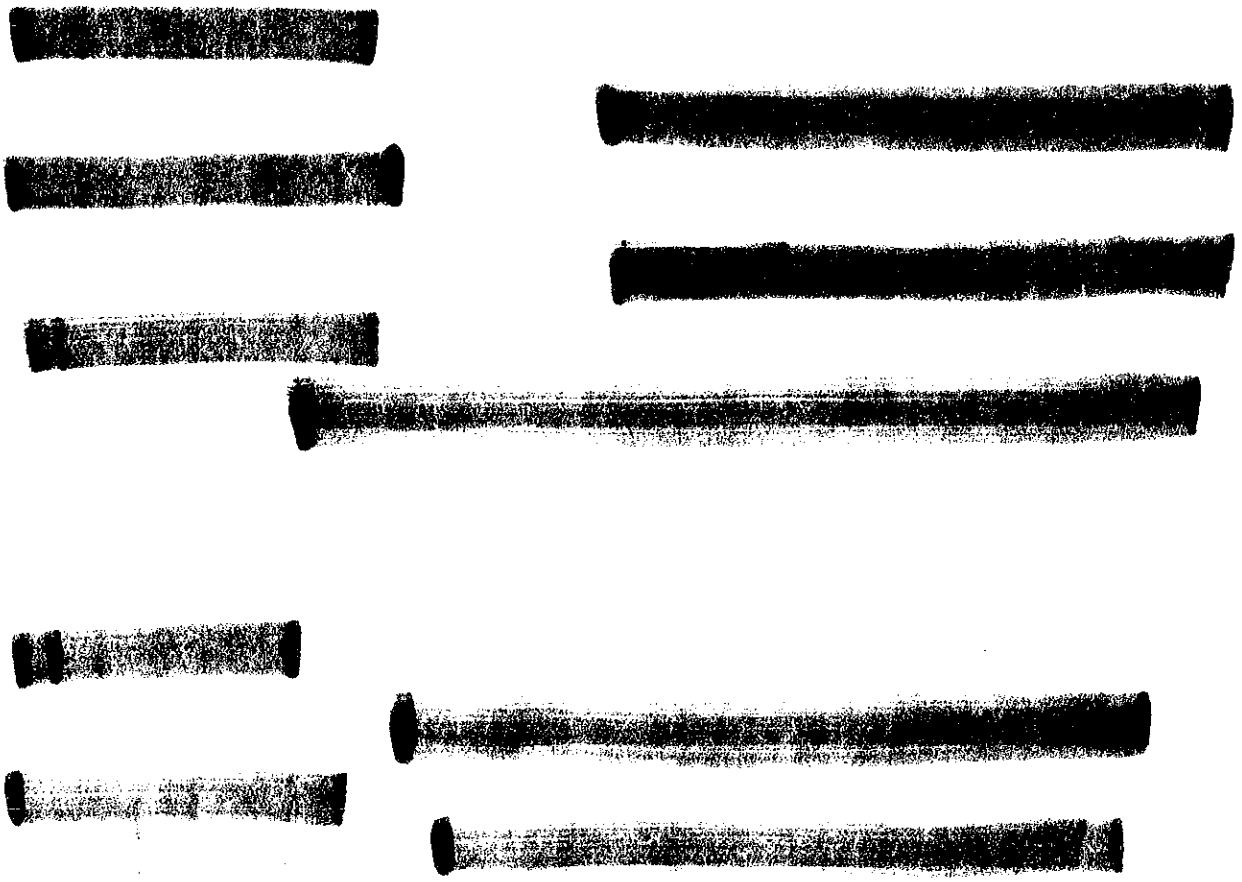
Robert L. Auletta, Co-President, [redacted]

Nicholas M. Auletta, Vice President, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Nicholas Auletta, Co-President, [redacted]

Robert L. Auletta, Co-President, [redacted]



6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

T The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 02/14/16 Signed: _____

Print Name: Nicholas M. Aviletta

Title: Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nicholas M. Auletta, Vice President
Name and Title of Authorized Representative

m/d/yy

Signature

02/19/16
Date

Summit Security Services, Inc.
Name of Organization

390 RXR Plaza, Uniondale, NY 11556
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Summit Security Services, Inc. for Investigative Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Summit Security Services, Inc.

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014, as amended by the amendment executed on behalf the County on March 23, 2015 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Three Million Three Thousand Six Hundred Six Dollars and 00/100 ($3,003,606.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 ($775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Seven Hundred Seventy Nine Thousand Thirty Four Dollars and 00/100 ($3,779,034.00) (the "Amended Maximum Amount").

3. Daily Rates. Section 6. Payment, Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:

(C) Daily Rates for January 1, 2016 through December 31, 2016 shall be as follows:

(I)	Level 1 Investigators	$267.65
(II)	Level 2 Investigators	$338.35
(III)	Level 3 Investigators	$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

SUMMIT SECURITY SERVICES, INC

By: _____

Name: Nicholas M. Auletta, CPP

Title: Vice President

Date: March 14, 2016

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

83282

124895

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.

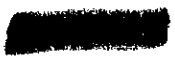
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of March in the year 2016 before me personally came Nicholas Auletta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the TR Vice President of Summit Security Services Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

TARA N KRUMHOLZ
Notary Public, State of New York
Registration No. 01-KR6326595
Qualified In Suffolk County
Commission Expires June 22, 2019



EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: SUMMIT SECURITY SERVICES, INC.

Service Provided: .....

Evaluation Period: From: *January 1, 2015* **To:** *October 31, 2015*

Evaluator's Name, Title, Phone #: JOHN FAUST

Date: *10/5/15*

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? (Yes) *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

38987

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
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Contractor Evaluation Form

Contract Number: .....

Contract Name: SUMMIT SECURITY SERVICES, INC.

Service Provided: .....

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Evaluator's Name, Title, Phone #: JOHN FAUST

Date: 10/5/15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? (Yes) *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

38987

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: March 16, 2016

Subject: Summit Security Services, Inc. (Investigation Services)
Renewal 2016

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 12, 2015, notifying him of the above fact. Further attached is a copy of a letter from Richard Dopkin, Vice President of CSEA Nassau Local 830 dated November 17, 2014. Additionally, please find attached copies of letters from Deputy Commissioner Paul F. Broderick to Glen Tuifel dated December 21, 2015, a response letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA, dated December 21, 2015 and a further response letter to Mr. Dopkin dated December 28, 2015. The letters were forwarded to the Nassau County Office of Labor Relations for the appropriate response.

DSS and CSEA met to discuss the matter on December 17, 2015 and March 10, 2016. Communications are to continue between CSEA and DSS.

It is requested that the County proceed with the contract processing.

Att.
10099
127332

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.
Investigation Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

S/
Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125473

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

CSEA
NASSAU LOCAL 830

11/17/15

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tuifel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2016

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 13, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
Keith Cromwell, Office of Labor Relations
File

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686

December 21, 2015

VIA E-MAIL TRANSMISSION

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re: Summit Security Services, Inc.
Investigation Services
Fiscal Years 2015 and 2016

Dear Mr. Tuifel:

On September 1, 2015, October 2, 2015 and December 17, 2015 meetings were held between the Department of Social Services (the "Department") and CSEA to discuss the Department's contract with Summit Security Services, Inc. for Fiscal Year 2015 and Fiscal Year 2016.

As of this date, CSEA has not proposed any alternatives to satisfy the Department's needs relative to this contract. Accordingly, in conformity with Section 32 of the Collective Bargaining between the parties, the Department is moving forward with this contract.

Very truly yours,

Paul F. Broderick
Deputy Commissioner
(516) 227-7412

cc: Via E-Mail Transmission
Richard Dopkin, Vice President Nassau Local 830 CSEA
Jerry Laricchuita, President Nassau Local 830 CSEA
Keith Cromwell, Office of Labor Relations

126035

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO

CSEA
NASSAU LOCAL 830

12/21/15

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tuifel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2015-16

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on December 21, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

We have provided alternatives that CSEA members can perform this work, and have. Special investigations were previously staffed exclusively with SWEX and Deputy Sheriff Staff.

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
Keith Cromwell, Office of Labor Relations
File

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7452 Fax: 516-227-8363
Web: http://www.nassaucountyny.gov/

December 28, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Richard Dopkin
Vice President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Subject: Summit Security Services, Inc.
Investigation Services
Fiscal Years 2015 and 2016

Dear Mr. Dopkin:

DSS is in receipt of your correspondence dated December 21, 2015, concerning CSEA proposals for the above referred to contractual services. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or Michael.Kanowitz@hhsnassaucountyny.us.

Sincerely yours,

Michael A. Kanowitz
Attorney's Assistant II
Planning and Research

cc:
Keith Cromwell, OLR

126108

Contract ID#: CQSS12000141

Department: Social Services

E-228-12

Contract Details

SERVICE Investigation Services

NIFS ID #: CQSS12000141 NIFS Entry Date: 11/30/12 Term: from 01/01/12 to 12/31/13

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Summit Security Services, Inc.	Vendor ID# 132896421
Address 390 Rexcorp Plaza Uniondale, NY 11556	Contact Person Joseph Biondo Email jbiondo@summitsecurity.com
	Phone 917-971-9595 Fax: 718-544-7626

County Department
Department Contact Virginia Webb
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	12/5/12		
	OMB	*NIFS Approval* ☐	12/7		Yes ☒ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☐	12/07/2012		
	County Attorney	*CA Approval as to form* ☐	12/07/2012		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	12/10/12		
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐	12/20/12		
	Comptroller	*NIFS Approval* ☑	1/2/13		
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	1/14/13		

PR5254 (8/04)

Contract ID#: CQSS12000141 Department: Social Services

Contract Summary

Description : Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: Federal 50 % State 25 % County 25 %
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	21
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 171,250.00
Federal	$ 342,500.00
State	$ 171,250.00
Capital	$
Other	$
TOTAL	$685,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN2100/DE500	$ 685,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 685,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted in NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/14/13
Date 1/16/13	Date 1/7/13	(For Office Use Only) E#:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME Summit Security Services, Inc.

CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, NY 11556

FEDERAL TAX ID 132896421

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on August 15, 2012 [date]. Potential proposers were made aware of the availability of the RFP by Newsday [newspaper advertisement, posting on website, mailing, etc.]. 10 [#] of potential proposers requested copies of the RFP. Proposals were due on 9/7/2012 [date]. 2 [#] proposals were received and evaluated. The evaluation committee consisted of: Sunita MANjrekar, Director, Heather GriFFIN, Social Welfare Examiner Supervisor II, JAYSON YAGER, Accountant [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. **Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.**

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. **Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.**

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ **a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.**

Department Head Signature

12-5-12

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04

Request to Initiate RFP (continued)

RFP for Welfare Fraud Investigation Services (RFP # SS0807-1228)

III. Response Summary

Vendor Name	Proposal Requested	Vendor Response		Quote*	Proposal Rating (scale 1 to 5)
		Date Proposal Received	No Response		
LMGI Ltd.	☒	9/7/12	☐	$255.00 / $304.00 / $394.00	2.50
Summit Security Services, Inc.	☒	9/7/12	☐	$275.00 / $350.00 / $445.00	4.43

*Rates for Level 1, Level 2, and Level 3 investigators

Recommendation

Contract/RFP #: SS0807-1228	Vendor Names: Summit Security Services, Inc.
Recommendation of Award: It is recommended that Nassau County contract with Summit Security Services, Inc.	
Justification: The following discriminating factors lead to the final award recommendation: • Summit currently provides investigative staff with the required knowledge, skills, abilities and experience • As the incumbent, Summit's past performance has been evaluated as excellent; their contract has been consistently recommended for renewal. • Summit's proposed cost is reasonable	

Chief DCE Approval: ☒ Yes ☐ No _____

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Virginia Webb
Legal Department
Department of Social Services

Date: December 5, 2012

Subject: Contract with Summit Security Services

Pursuant to Section 32 (a) of the Collective Bargaining Agreement (CBA), Nassau Local 830 CSEA was notified of this Department's intent to contract with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

It is essential that the contract be executed as quickly as possible. The Department, therefore, is requesting that the County begin the preliminary steps, while CSEA is reviewing the contract description. Should CSEA object and propose alternatives to the contract within the next ten (10) days, the Department, as always, will offer CSEA the opportunity to meet and discuss the alternatives, prior to the execution of the contract.

VW/em
att.
70102

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 29, 2012

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (or **renewing**) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

Virginia Webb
Legal Department

VW/em
Att.
cc: Daniel Schor
Office of Labor Relations

13792

SUMMIT

November 10, 2011

Ms. Virginia Webb
Planning & Research/Quality Management
Nassau County Department of Social Services
60 Charles Lindbergh Boulevard, Suite 160
Uniondale, NY 11553-3686

RE: 2012 Contract/Amendment (Contract # CQSS09000015)

Dear Ms. Webb:

This letter is to verify that this is the only contract Summit Security Services, Inc. has with Nassau County.

Sincerely,

[redacted]

Nicholas M. Auletta
Vice President

[redacted]

SUMMIT

November 8, 2011

Nassau County Department of Social Services
60 Charles Lindbergh Blvd., Suite 160
Uniondale, New York 11553

Re: 2012 Contract /Amendment (Contract Number CQSS09000015)

Names and Home Address of Officers

1. Robert L Auletta — Co-President
[redacted]

2. Nicholas M Auletta — Co-President and Secretary
[redacted]

E-22812

RULES RESOLUTION NO 212 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/17/12
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal service agreement with the Summit Security Services, Inc. in relation to investigative services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Summit Security Services, Inc.

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated a personal service agreement with the Summit Security Services, Inc. in relation to investigative services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Summit Security Services, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, NY 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 RXR Plaza West Tower, Lobby Level Uniondale, New York 11556 (the "Contractor").

W I T N E S S E T H:

WHEREAS, New York State Social Services Law Section requires local social services districts to pursue anyone who obtains, attempts to obtain, or aids and abets any person to obtain public assistance or care to which they are not entitled, and refer the available facts and evidence to the appropriate district attorney or other prosecuting official; and

WHEREAS, the Contractor is a licensed investigator qualified to provide the welfare investigative services described in this Agreement; and

WHEREAS, the County desires to hire the Contractor to perform the welfare investigative services as more particularly described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties do hereby agree as follows:

1. Term. This Agreement shall commence on January 1, 2012, and terminate on December 31, 2013, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

2. Services. The services to be provided by the Contractor under this Agreement shall include welfare investigative services, as hereinafter defined and related services requested by the County to identify payments received by recipients or service providers to which they are not entitled, or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department (hereinafter sometimes referred to as "Services" and/or "welfare investigative services"). The Services to be provided by Contractor under this Agreement shall be as follows:

(a) Welfare Investigative Services Defined: Welfare investigative services shall involve the collection, verification, recording and evaluation of factual information, utilizing a variety of

methods as more particularly described herein, to assist the County in identifying overpayments to recipients or service providers or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department.

(i) The Nature of Investigation Activities Performed. For each investigation, the investigator will:

1. Perform necessary investigation activities within timeframes established by the Department, including undercover operations as appropriate; such investigative activities include, but are not limited to, conducting undercover operations, surveillance services, provider shops, data analysis, background checks, document retrieval and review, and recipient, provider and witness interviews.

2. Maintain a case file thoroughly detailing the nature of the investigation and effort expended on the case in the format required by the Department.

3. Handle and store evidence in a manner consistent with industry and legal standards.

4. Report verbally to the Department on a daily basis depending upon the nature of the assignment and instructions provided by the Department's staff.

5. Meet with Department staff as required to discuss investigation status.

6. As required, welfare investigative services shall include participation in Fair Hearings, testimony in court, and any other aspects related to the enforcement of the case, including case packaging, prosecution or other disposition.

7. An investigation shall be deemed complete when the required factual information is gathered or when the investigator and the Department determined that no further investigative steps can be taken. Upon completion of each investigation, the investigator shall submit to the Department a final report detailing the information obtained during the investigation. The report shall be well organized in a coherent standardized investigative format as determined by the Department and more particularly described in paragraph 5 herein. The final report is to be submitted within two (2) days of the completion of the investigation.

(ii) Method of Delivery of Welfare Investigative Services: Welfare investigative services as requested by the Department, shall be achieved by Contractor by conducting home visits; face-to-face interviews; recipient, provider and witness interviews; surveillance; undercover operations; provider shops; sting operations; reviews of reports and data; and accessing and researching information about the subject (such as asset and income verification, employment history, medical history, financial information, etc.) utilizing computer databases, software and services, including but not limited to eMedNY (the NYS Medicaid program claims processing system), Salient, WMS (the NYS Welfare Management System), LexisNexis™, Experian COLE Directory and credit reports provided by Experian, Equifax, or TRW.

(iii) Interviews and Interrogations: The Contractor represents that its investigators are proficient at conducting home visits, face-to-face interviews with recipients, service providers and witnesses as a means of obtaining lawfully gathered statements, information and documents. The Contractor's investigators will not interview children under eighteen (18) years of age in the course of executing welfare investigative services requested by the Department, without prior written approval of the Commissioner of Social Services. If, in the course of their investigation, the investigator suspects that a child is abused or maltreated, the investigator shall make the appropriate report by calling the statewide central register for child abuse and maltreatment at 1-800-342-3720.

(iv) Undercover Investigations: In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.

(v) Surveillance Services: In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.

(vi) Shopping Services: In providing these services, the Contractor shall utilize investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation to shop service providers.

(b) Data analysis: The Contractor shall assist the Department in verifying and expanding on the intelligence developed from within the Department by working with County employees and/or contractors, who are specifically charged with providing data, reports and data analysis services designed to identify potential irregularities and/or fraud within the claims data.

(c) Civil and Criminal Proceedings / Administrative Hearings / Case Enforcement: The Contractor shall make its investigators available to provide testimony, evidence or assistance at administrative hearings, criminal trials or proceedings, civil trials or proceedings or other related proceedings and activities, including but not limited to discovery, examinations before trail, status or settlement conferences, witness preparation, case preparation and review and any other activities related to the enforcement of the case and any appeals related thereto. The Contractor must arrange for its investigators to supply testimony, evidence or assistance with respect to any Services provided during the term of this Agreement at any time in the present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.

(d) Evidence Storage: The Contractor shall handle, secure and store any and all evidence obtained as a result of its investigations in a manner(s) consistent with the highest standards of the industry for chain of custody evidentiary standards and in accordance with New York State law. The Contractor must continue to maintain and be able to readily produce evidence related to Services provided during the term of this Agreement, at any time in the

present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.

(e) Ongoing Duties: The Contactor shall implement requests by the Department for changes to the Contractor's staff. The Contractor shall work with the Department to accommodate its' additional needs and to implement new strategies, approaches and procedures and to provide any other assistance necessary to achieve the goals set by the Department. The Contractor shall work harmoniously and effectively with all Department employees and contractors in the execution of its duties and responsibilities.

(d) Daily Rates: For the purposes of this Agreement the daily rates shall be based on an eight (8) hour day.

3. Staffing Requirement and Investigator Qualifications. (a) The Contractor shall provide three levels of investigator staff, as more particularly described below:

(i) **Level 1 Investigators** shall have a minimum of one (1) year of welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and an ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and Front End Detection System (FEDS) investigations. The daily rate for Level 1 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

(ii) **Level 2 Investigators** shall have a minimum of three (3) years of investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and FEDS investigations. The daily rate for Level 2 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

(iii) **Level 3 Investigators** will have a minimum of five (5) years of supervisory welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project. The supervisory investigator must be an active member of the New York State Welfare Fraud Investigators Association (NYWFIA) and must possess an active Certified Welfare Fraud Investigator (CWFI) certificate through the United Council on Welfare Fraud (UCOWF). The supervisory investigator will possess the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations. surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and front end detection system investigations. The investigator will be expected to provide necessary welfare fraud investigation management services, such as project management, training and supervisory services and shall be responsible for ensuring implementation of County policies, state and federal welfare regulations as well as providing required reports. The investigator will be expected to have extensive experience working with Department staff to establish

and implement external and internal mechanisms to reduce welfare waste, fraud and abuse. The daily rate for Level 3 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

Approximately 9 (nine) investigators are required at any time. The majority of investigators are categorized levels 2 and 3.

(iv) The Daily fees as quoted herein for Level 1, Level 2 and Level 3 investigators are all inclusive, covering all Service related fees, salaries, staff expenses, management expenses and associated research and document retrieval costs.

(b) Contractor Staff Provision and Replacement. The Contractor shall maintain a group of at least nine (9) investigators, the levels of which are to be determined by the Department. The Contractor shall also provide a pool of investigators to be available on an as needed basis. Initial project staffing will be determined in a process involving mutual participation and agreement. The Department reserves the right to request a substitution for any Contract staff member proposed for work or working under this Agreement. The Contractor shall promptly recommend to the Department a substitution. The Contractor shall not make any staffing changes, including the addition or replacement of individual staff members or changes to their work schedule, investigative assignments and/or work location, without first consulting with the Department.

(c) The Contractor shall provide a pool of investigators with the varied diversity in ethnic, gender, geographic, language and technical backgrounds necessary to achieve the goals of the Department.

(d) Investigators must be available as required to provide daily service (eight hours a day) or half-day service (four hours per day).

(e) Professional Standards. The Contractor shall ensure that its investigators comply with professional standards of conduct for investigators as established by professional groups such as the United Council of Welfare Fraud (UCOWF) and the New York Welfare Fraud Investigator's Association (NYWFIA). The Contractor shall provide the Department with highly qualified, experienced investigators, possessing the required law enforcement/investigative backgrounds, to effectively carry out the operations necessary to accomplish the investigative/enforcement goals of the Department. The Contractor shall provide current accreditation and licenses for itself as well as its investigators upon execution of this Agreement and thereafter, upon request of the County.

(f) Investigation Standards. Investigations shall be made promptly and shall be conducted by lawful means without infringing upon the civil rights of individuals. Under no circumstances shall force or threat of force be used to obtain entry into a household or to obtain evidence of any nature.

(g) The Contractor shall train its staff to become proficient with Department entitlements, operating systems and policies and procedures that are made available to the Contractor.

(h) The Contractor shall maintain a multilingual staff, ensuring that at least one (1) investigator is fluent in both English and Spanish.

(i) The Contractor shall maintain the implementation of an Advisory Board of Medicaid Fraud experts consisting of Medical Practitioners and Healthcare Fraud Experts, which the Contactor will make accessible to both its investigators and the Department. Once yearly, the Contractor will schedule a general presentation for the Department to update Department staff on the latest trends in detecting and combating Medicaid fraud, waste and abuse.

(j) The Contractor shall provide quality control systems and customer service to the Department. Contractor shall ensure that investigators will be on call for investigations 24 hours per day, 365 days per year.

(k) The Contractor shall provide ongoing training to its staff with regard to current changes in the Law, as defined in Section 9 herein, and developments in information technology.

4. Program Administration. The Contractor is responsible for the performance of program administration functions including but not necessarily limited to: (1) staff orientation and introduction at site; (2) staff supervision; (3) submission in arrears on a monthly basis using standard Nassau County claim forms, claims for deliverables and services provided during each calendar month, including the provision of any additional documentation required by the Department; (4) quality control; (5) single point of contact with Department managers; and (6) problem/personnel issue resolution.

(a) The Contractor shall procure and maintain, at its sole cost and expense, any and all permits and/or licenses necessary, to fulfill and carry out all the provisions of this agreement.

(b) The Department will be responsible for the performance of program administration functions, including but not necessarily limited to: (1) on-site staff introduction and job orientation; (2) staff training; (3) overall project management; and (4) contract management. In the Department's sole discretion, the Department will provide office space for Contractor staff at the Department's office, including desks and chairs, filing cabinets, office supplies, access to office equipment including microcomputers, telephones, copy and fax machines, and access to the New York State computer systems.

(c) Within one (1) week of execution of this Agreement, Contractor's investigators will meet at the Department's offices with Department's staff, responsible for managing the welfare investigative services, (hereinafter the Orientation Meeting") for the following purposes:

1. Provide investigators with detailed information needed to plan and conduct the welfare investigative services.

2. Discuss and review welfare investigative services procedures as well as distribute and assign initial assignments.

3. Provide investigators with guidance on the Department's procedures and required training as same may relate to the welfare investigative services.

4. Discuss and review the Department and Contractor's respective responsibilities as detailed in this Agreement.

5. Establish a working relationship between Contractor's staff and Department's staff.

6. Within one (1) week of the Orientation Meeting, Contractor shall submit to the Department, for approval, a written memorandum summarizing any issues identified as same that relate to the welfare investigative services.

(d) The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 14.

(e) The Department will make information available to Contractor, including client case records, New York State and Department reports, automated system reports, and access to other information from Department staff, as solely deemed legal and appropriate by the Department.

5. Reports. The Contractor shall submit to the Department all investigative reports/worksheets in the format and by the method requested by the Department. In addition to the reports set forth below, the Contractor shall provide to the Department, upon request, additional reports, as deemed reasonably necessary. Each report will document all of the findings that are associated with the case file and subject.

(a) Monthly Investigator Progress Reports. The Contractor shall submit to the Department Monthly Investigative Progress Reports for each investigator which will include each investigator's activities and current status of each assignment. These reports will also identify any problems encountered, resolutions taken and any outstanding problems and suggested solutions.

(b) Monthly Supervisor Progress Report. By the tenth day of each month, the Contractor shall submit to the Department a report detailing the work performed by the Contractor and the progress made toward each assignment during the previous month. Specifically, the report will describe: the number of investigations opened in the previous month and year-to-date; the number of investigations completed in the previous month and year-to-date;

a calculation of monthly and year-to-date overpayments identified and overpayments recovered; documentation of investigative actions; reporting of factual information; preparation of subpoenas; providing testimony in Fair Hearings; providing testimony in court; activities related to the enforcement of a case, including case packaging, prosecution or other disposition and other investigation activities as needed; the activities of each investigator; the approximate amount of time devoted to each assignment; the status of each assignment and any changes in the expected completion; problems encountered and actions taken to resolve them; outstanding problems remaining and recommended solutions.

(c) Monthly meeting. Contractor shall have a representative meet with the Department on a monthly basis to review contract activities. Contactor's investigators shall continue to report verbally to the Department on a daily or weekly basis as instructed by the Department. Additionally, Contractor's investigators shall personally meet with Department staff to discuss the status of investigations as required. Contractor's investigators will continue to submit daily logs and weekly written reports in Department format, specifying the investigative work performed and time spent completing the work.

(d) Verbal Reports: Investigators will report verbally to the Department on a daily or weekly basis as instructed by the Department. Investigators will personally meet with Department staff to discuss the status of investigations as required.

(e) Final Report. When it has been determined that an investigation is complete, either due to all required factual information having been gathered or when the investigator, together with his supervisor, has determined that there are no further investigative steps to be taken, a final report will be submitted to the Department detailing the facts and conclusions of the investigation. The report should be well organized in a coherent standardized investigative format, said format to be determined by the Department. The final report is to be submitted within two days of the completion of the investigation.

(f) The Department may, from time to time, modify the weekly or monthly, verbal or written, reporting systems between the Contractor and the Department.

6. Payment. (a) Amount of Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for the first year's services provided under this agreement shall not exceed $685,000.00. (ii) The maximum amount that the County shall pay the Contractor as full consideration for the second year's services provided under this agreement shall not exceed $767,750.00.

The following rate schedule shall be applicable for Services provided under this Agreement:

(A) Daily rates for January 1, 2012 through December 31, 2012 shall be as follows:

(I)	Level 1 Investigators	$255.00/day
(II)	Level 2 Investigators	$305.00/day
(III)	Level 3 Investigators	$395.00/day

(B) Daily rates for January 1, 2013 through December 31, 2013 shall be as follows:

(I)	Level 1 Investigators	$265.00/day
(II)	Level 2 Investigators	$335.00/day
(III)	Level 3 Investigators	$425.00/day

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

7. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

8. 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.

9. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the terms of the HIPAA Business Associate Addendum and Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor will comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

10. 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) Evidence obtained during the course of undercover operations is to be secured in a manner consistent with chain of custody evidentiary standards in accordance with New York State Law. The Contractor shall design and implement a suitable vouchering system for all evidence obtained during the course of undercover operations, subject to prior approval by the Department. In furtherance thereof, the Contractor shall submit to the Department its written plan fifteen (15) business days prior to implementation. The Department may, at any time, select another vouchering system for the Contactor to implement.

(d) 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 (i) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement, assist the County in transitioning the Contractor's responsibilities under this Agreement, and (ii) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement make available Contractor Agents as necessary for testimony or other related activity concerning information obtained during performance under this Agreement .

The provisions of this section shall survive the termination of this Agreement.

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

12. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13. 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.

14. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

15. 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.

16. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

24. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

SUMMIT SECURITY SERVICES, INC.

By: _____

Name: Nicholas M. Auletta
Title: Co- President
Date: December 7, 2012

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive
Date: 2/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 7th day of December in the year 2012 before me personally came Nicholas M. Auletta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Co-President of Summit Security Services, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Pamela J. Woulfe
PAMELA J. WOULFE
Notary Public, State Of New York
No. 01WO6094221
Qualified In Nassau County
Commission Expires June 16, 20 15

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of February in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A Petrucci
CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified In Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of

materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Nicholas M. Auletta
   (Name)

   390 RXR Plaza, Uniondale, NY 11556
   (Address)

   516 240 - 2400
   (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

December 7, 2012
Dated

Signature of Chief Executive Officer

Nicholas M. Auletta
Name of Chief Executive Officer

Sworn to before me this
7th day of December, 2012.

Notary Public

PAMELA J. WOULFE
Notary Public, State Of New York
No. 01WO6094221
Qualified In Nassau County
Commission Expires June 16, 20 15

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is made part of the Contract for Services to which it is attached (as the same may be amended, modified, or supplemented the "Agreement") by and between Summit Security Services, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information, which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy Rule promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which the PHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I.DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in the Privacy Rule at 45 CFR §§160.103 and 164.501.

Section 1.01 Business Associate. "Business Associate" shall have the meaning set forth in 45 C.F.R. §160.103.

Section 1.02 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Section 1.03 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Section 1.04 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Section 1.05 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Section 1.06 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Section 1.07 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 164.501.

Section 1.08 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

Section 1.09 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Section 1.10 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

ARTICLE II.PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Section 2.01 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part thereof. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate the Privacy Rule if done by the County. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

Section 2.02 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

(a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

(b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained

from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

(i) i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

ARTICLE III.RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

Section 3.01 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

(a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

(b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

(c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information either reasonably requests;

(d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

(e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this

(b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

(c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

ARTICLE V.COMPLIANCE WITH STANDARD TRANSACTIONS

Section 5.01 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

(a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

(b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
ii) adds any elements or segments to the maximum defined data set;
iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

ARTICLE VI.TERMS AND TERMINATION

Section 6.01 Term. This Addendum shall become effective as of the date of the last signature to this Addendum, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the Department, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 6.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 6.4.

Section 6.02 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Section 6.03 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole respective discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. The County in such case shall: (i) provide the Contractor with written notice of the existence of an alleged material breach; and (ii) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Section 6.04 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

(a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

(b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

ARTICLE VII.INDEMNIFICATION

Section 7.01 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

Section 7.02 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Section 7.03 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

ARTICLE VIII.CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

ARTICLE IX.MISCELLANEOUS

Section 9.01 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 6.4, and 7, solely with respect to PHI the Contractor retains in accordance with Section 6.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely.

Section 9.02 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule, or any other applicable privacy law are materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

Section 9.03 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Section 9.04 Disputes. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Section 9.05 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the execution date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

9.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

9.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of _____, 2012.

NASSAU COUNTY

By: _____
Print Name: Richard P. Walker
Title: Chief Deputy County Executive
Date: 2/1/13

Summit Security Services, Inc.

By: _____
Print Name: Nicholas M. Auletta
Title: Co-President
Date: December 7, 2012

Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

(f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

(g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

(h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

(i) subject to Section 6.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

(j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

Section 3.02 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

(a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

(b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

(c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

(d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes repeated multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

ARTICLE IV.RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

Section 4.01 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

(a) *inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;*

(b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

(c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

(d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

Section 4.02 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor 's possession, to the extent material to the PHI held by the Contractor:

(a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

Contract ID#: CQSS12000141_____ Department: Social Services_

Contract Details

SERVICE Investigation Services

NIFS ID #: CLSS14000017 NIFS Entry Date:1/27 /14_____ Term: from 01/01/14 to 12/31/14_____

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Summit Security Services, Inc.	Vendor ID#132896421
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact PersonKimberly Bentley E-mail kbentley@summitsecurity.com Phone 631 227-3182 Fax:516 542-1285

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7748

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification		DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☐ ☐	1/28/14		
	OMB	*NIFS Approval*	☐	1/31		Yes ☒ No ☐ Not required if blanket resolution
2/10/14	County Attorney	*CA RE & Insurance Verification*	☑	2/10/14		
2/10/14	County Attorney	*CA Approval as to form*	☑	2/10/14		
	Legislative Affairs	*Fw'd Original Contract to CA*	☐			
	Rules ☐/ Leg. ☐		☐			Yes ☐ No ☑
2/10/14	County Attorney	*NIFS Approval*	☑	2/10/14		
	Comptroller	*NIFS Approval*	☑	3/4/14		3/31/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	5/8/14		

116302

PR5254 (8/04)

Contract ID#: CQSS12000141_____ Department: Social Services_

Contract Summary

Description: Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$193,857.00
Federal	$387,714.00
State	$193,857.00
Capital	$
Other	$
TOTAL	$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3	SSGEN2100/DE500	$775,428.00
4		$
5		$
6		$
	TOTAL	$775,428.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/8/14
Date 3/4/14	Date 3/4/14	(For Office Use Only) E #:

116302

PR5254 (8/04)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME Summit Security Services, Inc.

CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, New York 1156

FEDERAL TAX ID 132896421

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. ____[#] of potential proposers requested copies of the RFP. Proposals were due on _____[date]. ____[#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on FEBRUARY 1, 2013 **[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after** AN RFP WAS ISSUED. **[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.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ **a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.**

Department Head Signature

1-28-14

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04

116317

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: SUMMIT SECURITY SERVICES, INC.

Service Provided: .....

Evaluation Period: From: January 1, 2013 **To:** October 31, 2013

Evaluator's Name, Title, Phone #: SCOTT SKRYNECKI, DIRECTOR OF INVESTIGATIONS

Date: 10/19/13

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO VIRGINIA WEBB, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					

Do you recommend the contractor for future contracts? ***Yes*** ***No***

If rated 3 or lower & Yes checked, please explain below:

$3.4 Million in savings achieved by Summit Security Investigators in 2013.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: January 28, 2014

Subject: Summit Security Services, Inc.

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

Also attached is a letter dated January 9, 2014, from CSEA, objecting to the contract. Further attached is a letter from the Department dated January 15, 2014 indicating the Department's availability to discuss the matter. The Department has forwarded the matter to Keith Cromwell of the Office of Labor Relations for the appropriate response.

Therefore, this Department is proceeding with the contract process.

MAK
Att.
116336

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

January 7, 2014

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.
Investigation Services

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (renewing or **amending**) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

Michael A. Kanowitz
Planning & Research

ENCLOSURE

cc: Allison Hertling
Office of Labor Relations

13792

116057

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO

CSEA
NASSAU LOCAL 830

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice Pres.

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Marla Rowe
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

January 9, 2014

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Contract: Summit Security Services, Inc. Investigative Services

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County letter of January 7, 2014, regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Not withstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
File

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7460 Fax: 516-227-8363
Web: http://www.nassaucountyny.gov/

January 15, 2014

Richard Dopkin
CSEA Local 830 Unit
President Assessment/ARC Unit
VP CSEA Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Proposed 2014 DSS contracts:

- **Economic Opportunity Commission of Nassau County, Inc. (EOC); Subsidized Employment Program (SEP); no-cost extension**
- **National Association on Drug Abuse (NYS), Inc. (NADAP); TANF employment services; amendment to renew**
- **Summit Security Services, Inc. Investigative Services**
- **Family Focus Adoption Service, Adoption Services**

Dear Mr. Dopkin:

DSS is in receipt of your correspondence of January 9, 2014, concerning the Department's notification of its intent to contract with the above vendors, pursuant to section 32(a) of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Thomas Brooks at (516) 227-7460 or Thomas.Brooks@hhsnassaucountyny.us.

Sincerely yours,

Thomas A. Brooks
Management Analyst III
Planning and Research / Quality Management

Att.
cc: Jason Perkowski, DSS Unit President
Keith Cromwell, OLR

116201

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2014, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 (the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2013 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Six Hundred Eighty Five Thousand Dollars and 00/100 ($685,000.00) for the first year's services, and Seven Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars and 00/100 ($767,750.00) for the second year's services, totaling, One Million Four Hundred Fifty Two Thousand Seven Hundred Fifty Dollars and 00/100 ($1,452,750.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 ($775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Two Hundred Twenty

Eight Thousand One Hundred Seventy Eight Dollars and 00/100 ($2,228,178.00) (the "Amended Maximum Amount").

3.Daily Rates. Section 6. Payment, of the Original Agreement, shall be amended to add Subparagraph (a)(ii)(C) which shall read:

(C) Daily Rates for January 1, 2014 through December 31, 2014 shall be as follows:

(I)	Level 1 Investigators	$267.65
(II)	Level 2 Investigators	$338.35
(III)	Level 3 Investigators	$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

SUMMIT SECURITY SERVICES, INC

By: _____

Name: Nicholas M. Auletta

Title: Vice President

Date: 1/23/2014

NASSAU COUNTY

By: _____

Name: Richard R. Walker
Chief Deputy County Executive

Title: Deputy County Executive

Date: 5/8/14

PLEASE EXECUTE IN BLUE INK

83282

116043

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of MAY in the year 2014 before me personally came Richard E. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of JANUARY in the year 2014 before me personally came NICHOLAS M. AULETTA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the VICE-PRESIDENT of SUMMIT SECURITY SERVICES, INC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Susan A. Greenberg

NOTARY PUBLIC

SUSAN A. GREENBERG
Notary Public, State of New York
No. 01GR6090749
Qualified in Nassau County
Commission Expires: APRIL 21, 2015

Contract ID#: CQSS12000141____ Department: Social Services__

Contract Details

SERVICE Investigation Services

NIFS ID #: CLSS15000003 NIFS Entry Date: 12/15 /14___ Term: from 01/01/15 to 12/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl: Funds	☐
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Summit Security Services, Inc.	Vendor ID#132896421
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact PersonKimberly Bentley E-mail kbentley:@summitsecurity.com Phone 631 227-3182 Fax:516 542-1285

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☐ ☐	12/14/17		
	OMB	*NIFS Approval* ☐	1/23/15	William Coté	Yes☐ No☐ Not required if blanket resolution
1/26/15	County Attorney	*CA RE & Insurance Verification* ☑	1/27/15		
1/26/15	County Attorney	*CA Approval as to form* ☑	1/28/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			Yes☐ No☒
	County Attorney	*NIFS Approval* ☐	2/23/2015		
	Comptroller	*NIFS Approval* ☑	3/3/15	SM	3/2/15
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/9/15		

116302

PR5254 (8/04)

Contract ID#: CQSS12000141____

Department: Social Services__

Contract Summary

Description: Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$193,857.00
Federal	$387,714.00
State	$193,857.00
Capital	$
Other	$
TOTAL	$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3		$
4	SSGEN2100/DE500	$775,428.00
5		$
6	A. Amatea 1/25/15	$
	TOTAL	$775,428.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/9/15
Date 3/3/15	Date 3/3/15	(For Office Use Only) E #:

116302

PR5254 (8/04)

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Two Hundred Twenty Eight Thousand One Hundred Seventy Eight Dollars and 00/100 ($2,228,178.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 ($775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Three Thousand Six Hundred Six Dollars and 00/100 ($3,003,606.00) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

SUMMIT SECURITY SERVICES, INC

By: _____

Name: Nicholas M. Auletta

Title: Vice President

Date: December 8, 2014

NASSAU COUNTY

By: _____

Name: Chuck Robinson

Title: Deputy County Executive

Date: 3/27/14

PLEASE EXECUTE IN BLUE INK

83282

120920

3. Daily Rates. Section 6. Payment, Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:

(C) Daily Rates for January 1, 2015 through December 31, 2015 shall be as follows:

(I)	Level 1 Investigators	$267.65
(II)	Level 2 Investigators	$338.35
(III)	Level 3 Investigators	$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of DECEMBER in the year 2014 before me personally came NICHOLAS M. AULETTA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is 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

Susan A. Greenberg

SUSAN A. GREENBERG
Notary Public, State of New York
No. 01GR6090749
Qualified in Nassau County
Commission Expires: APRIL 21, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of March in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Deputy County Exec. 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.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6279023
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT14000027

Department: County Attorney

E-135-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CLAT16000021 NIFS Entry Date: 05/13/2016 Term: October 1, 2014-September 30, 2015

New ☐ Renewal ☒	
Amendment #1	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678	Department Contact: Jaclyn Delle
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer	Address: 1 West Street, Mineola, New York 11501
	Phone: (914) 898-2429	Phone: (516) 571-3034

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	5/13/16		Yes ☐ No ☐ Not required if blanket resolution
5/16/16	County Attorney	*CA RE&I Verification* ☑	5/16/16		
5/16/16	County Attorney	*CA Approval as to form* ☑	5/16/16		Yes ☑ No ☐
5/16/16	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	5/16/16		
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
5/16/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/16/16		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 MAY 16 PM 2:46

PR5254 (8/04)

Contract ID#: CQAT14000027

Department: County Attorney

Contract Summary

Description: Amendment #1 to an outside counsel contract.

Purpose: This is an amendment to an outside counsel contract to represent the County with respect to various employment and labor law related legal issues, as may be requested by the County Attorney of their designee. This is an amendment to renew the contract and increase the maximum amount.

Method of Procurement: This is a contract amendment. See below for the procurement history.

Procurement History: A Request for Qualifications was issued and a panel of law firms/lawyers was established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 max increase.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$295,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$295,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$295,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$295,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/16/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Pannone Lopes Devereaux & West, LLC (CLAT16000021)

2. Dollar amount requiring NIFA approval: $ 295,000.00

Amount to be encumbered: $ 295,000.00

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: 10/1/2014-9/30/2017

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to an outside counsel contract to represent the County with respect to various employment and labor law related legal issues, as may be requested by the County Attorney of their designee. This is an amendment to renew the contract and increase the maximum amount.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLAT15000032 (CQAT12000010) max amount $395,000, encumbered on 4/5/2016;
CLAT15000033 (CQAT12000011) max amount $395,000, encumbered on 4/5/2016.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemary Dallen 5/15/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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: Pannone Lopes Devereaux & West, LLC (CLAT16000021)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on December 1, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of law firms/lawyers was established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/13/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?If yes, to what campaign committee?

No.

---

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Pannone Lopes Devereaux & West LLC

Dated: May 12, 2016

Signed: _____

Print: Teno A. West

Title: Principal

Rev. 12-2015

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: March 25, 2016

1) Bidder's/Proposer's Legal Name: Pannone Lopes Devereaux & West LLC

2) Address of Place of Business: 81 Main Street, Suite 510, White Plains, NY 10601

List all other business addresses used within last five years:
See Attached

3) Mailing Address (if different): N/A

Phone : 914-898-2400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 624113176

5) Federal I.D. Number: 11-3769678

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation XX Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No XX If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ NoXX 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 XX If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No XX 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). _____

PANNONE LOPES DEVEREAUX & WEST LLC Current Business Addresses (other than White Plains)

NEW YORK
90 State Street. Suite 700
Albany, NY 12207

626 Rex Corp Plaza
Uniondale, NY 11556

FLORIDA
925 South Federal Highway, Suite 715
Boca Raton, FL 33423

1111 Lincoln Road, Suite 400
Miami Beach, FL 33139

MASSACHUSETTS
75 Arlington Street, Suite 500
Boston, MA 02116

CONNECTICUT
100 Pearl Street, 14th Floor
Hartford, CT 06103

RHODE ISLAND
317 Iron Horse Way, Suite 301
Providence, RI 02908

PANNONE LOPES DEVEREAUX & WEST LLC
Prior Business Addresses

NEW YORK
100 Church Street
New York, NY 10007

250 Park Avenue, 7th Floor
New York, NY 10177

FLORIDA
22 Southeast 4th Street
Boca Raton, FL 33423

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No XX
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No ____ If Yes, provide details for each such investigation. In 2015, PLDW received subpoenas from the U.S. Securities and Exchange Commission ("SEC") in connection with its role as bond counsel for two related clients that had previously become subjects of an SEC investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No XX Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No XX Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No XX Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No XX Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No XX Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No xx Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No xx Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____
See next page: Note

17) Conflicts of Interest:

PLDW is not aware of any current ethical conflicts of interest in representing the County with regard to this and any future engagement. There is neither any material financial relationship that the firm or firm employee has with the County nor any familial relationship between any firm employee and a County public servant that may create any appearance of a conflict of interest. Although our practice encompasses a wide range of matters, we have only represented municipalities and government agencies in the area. As a result, we do not anticipate a conflict of interest with any private party in the future.

In order to prevent conflicts of interest from arising with respect to new engagements, PLDW employs a sophisticated computer platform that immediately identifies conflicts. PLDW does not accept any new engagement without first vetting all potentially adverse parties through its billing and conflict system followed by a review from its intake committee. Prior to accepting a new client engagement, PLDW enters the name of the prospective client, nature of the engagement, all prospective parties involved in the matter, including related and adverse. The PLDW system compares all names entered as well as those currently included in our contact and former client list.

The list of PLDW current and former clients and representations is maintained on a firm-wide computerized database which is routinely updated as new representations are accepted. Conflict searches with respect to prospective representations are conducted using this computerized database. The computerized conflict search produces a list of matters for existing and former clients that may represent possible conflicts. This list is printed out in hard copy and presented to the lawyer considering the new representation who then reviews the possible conflicts to rule out the existence of conflicts or to identify and resolve any conflicts, or to determine that a conflict would be created that cannot be resolved. In the last circumstance, the prospective representation would necessarily be declined. PLDW does not accept representation of a prospective client whose interests are directly adverse to the interests of an existing client unless and until all ethical conditions are met to obtain a waiver. In the event a conflict of interest arose during this engagement, PLDW would notify the County immediately of the conflict.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

* See attached.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Attachment to Business History Form

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.

Teno A. West's biography is included, along with additional members of the Municipal Infrastructure Team in Section III Attorney Biographies

Should the proposer be other than an individual, the proposal should include:

I. Date of Formation: February 6, 2006

II. Name addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner:

Gary R. Pannone
[redacted]
Managing Member

Matthew A. Lopes
[redacted]
Member

William P. Devereaux
[redacted]
Member

William E. O'Gara
[redacted]
Member

Teno A. West
[redacted]

III. Name, address and position of all officers and directors of the company:
No Officers or Directors

IV. State of Incorporation: Rhode Island

V. The number of employees in the firm: 50

VI. Annual revenue of firm: [redacted]

VII. Summary of relevant accomplishments:

A selection of our relevant accomplishments is set forth in Section II Qualifications and Experience

VIII. Copies of all state and local licenses and permits: See attached

B. Indicate number of years in business: 10 years

C. Provide any other information which would be appropriate and helpful in determining the proposer's capacity and reliability to perform these services:

A selection of our relevant accomplishments is set forth in Section II Qualifications and Experience

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:

Richard R. (Rob) Walker
Chief Deputy County Executive
Nassau County
1550 Franklin Avenue
Mineola, NY 11501
(516) 571-3140
rrwalker@nassaucountyny.gov

Keith Braunfotel
General Counsel
Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, NY 10931
(845) 634-7701
(845) 634-7710
keith@braunfotelandfrendel.com

Igor Sikiric
Executive Director
Town of North Hempstead Solid Waste Management Authority
220 Plandome Road
North Hempstead, NY 11030
(516) 869-7700
(516) 627-4204 (fax)
sikirici@northhempstead.com

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Teno A. West, 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 29th day of March 2016

Notary Public

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in Nassau County
Commission Expires Dec. 01, 2019

Name of submitting business: Pannone Lopes Devereaux & West LLC

By: Teno A. West Print name

Signature

Principal/Partner
Title

3/29/16 Date

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 18, 2009.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

CT-07

[redacted]

New York State
Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

APPLICATION FOR AUTHORITY
OF
PANNONE LOPES DEVEREAUX & WEST LLC

(Insert name of Foreign Professional Service Limited Liability Company)

Under Section 1306 of the Limited Liability Company Law

FIRST: The name of the foreign professional service limited liability company is:
PANNONE LOPES DEVEREAUX & WEST LLC

If the name does not contain a required word or abbreviation pursuant to Section 1306(a)(1) of the Limited Liability Company Law, the following word or abbreviation is added to the name for its use in this state:

SECOND: (A certificate of existence by an authorized officer of the jurisdiction of its formation must be attached to this application.) The jurisdiction of organization of the foreign professional service limited liability company is: Rhode Island

The date of its formation is: February 6, 2006

THIRD: The foreign professional service limited liability company shall practice the profession(s) of law in the State of New York.

FOURTH: The foreign professional service limited liability is authorized to practice such profession(s) in the jurisdiction of its formation.

FIFTH: The city, incorporated village or town and the county within this state in which its office is to be located is: Manhattan, New York County
(A county in New York State must be stated. Please note that the limited liability company is not required to have an actual physical office in this state.)

SIXTH: The Secretary of State is designated as agent of the foreign professional service limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

C T Corporation System
111 Eighth Avenue
New York, NY 10011

SEVENTH: (Attach the appropriate certificate(s) from the licensing authority.) The name and address and, where applicable, the New York State license number of each professional within the foreign professional service limited liability company that are licensed to practice the profession or professions in New York State are:

NAME	ADDRESS	LICENSE NUMBER
Teno A. West	100 Church Street, 8th Floor, New York, NY 10007	2602456
Renata Benedini	100 Church Street, 8th Floor, New York, NY 10007	3967999
William Anthony Lawrence	100 Church Street, 8th Floor, New York, NY 10007	4323705
Josh John Meyer	100 Church Street, 8th Floor, New York, NY 10007	2814879

Dated: March 12, 2009

Gary R. Pannone, Member
(Signature)

Gary R. Pannone, Member
(Type or print name)

Managing Member
(Title of Signer)

CT-07

[redacted]

APPLICATION FOR AUTHORITY
OF
PANNONE LOPES DEVEREAUX & WEST LLC

(Insert name of Foreign Professional Service Limited Liability Company)

Under Section 1306 of the Limited Liability Company Law

Filed by: Bernadette Ferra, Pannone Lopes & Devereaux LLC
(Name)

317 Iron Horse Way, Suite 301
(Mailing address)

Providence, RI 02908
(City, State and ZIP code)

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 18 2009
TAX $
BY: VF

NOTE: This form was prepared by the New York State Department of State for filing an application for authority by a foreign professional service limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a $200 filing fee made payable to the Department of State.

(For office use only)

2009 MAR 18 AM 7:49

Cust Ref: [redacted]

DRAWDOWN

{00061719 V 1}

2009 MAR 12 PM 4:05
RECEIVED

2009 MAR 17 PM 4:02
RECEIVED

[redacted]

State of Rhode Island and Providence Plantations
A. Ralph Mollis
Secretary of State

The Office of the Secretary of State of the State of Rhode Island and Providence Plantations, HEREBY CERTIFIES, that

PANNONE LOPES DEVEREAUX & WEST LLC

a Rhode Island limited liability company, filed articles of organization in this office on the 6th day of February, 2006; and

IT IS FURTHER CERTIFIED that as of this date said limited liability company is duly organized and existing under and by virtue of the laws of the State of Rhode Island and is in good standing according to the records of this office.

SIGNED AND SEALED the eleventh day of February, A.D., 2009

A. Ralph Mollis

Secretary of State

BY _____

SEAL STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS 1636

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Matthew A. Lopes, Jr.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 317 Iron Horse Way, Suite 301
   City/state/zip Providence, RI 02908
   Telephone 401-824-5100
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder __/__/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ _____/____/____
   (Other) Member 3/1/06

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Matthew A. Lopes, Jr., 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 29 day of March 2016

Geraldine A. Riccio
Notary Public

GERALDINE A. RICCIO, NOTARY PUBLIC
MY COMMISSION EXPIRES 7-20-2018

Pannone Lopes Devereaux & West LLC
Name of submitting business

Matthew A. Lopes, Jr.
Print name

Signature

Principal/Partner
Title

3 / 29 / 2016
Date

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name William P. Devereaux
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 317 Iron Horse Way, Suite 301
   City/state/zip Providence, RI 02908
   Telephone 401-824-5100
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/_____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____/___/___
   (Other) Member 3/1/06

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __x__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __x__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __x__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __x__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __x__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, 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 30th day of March 2016

_____
Notary Public

GERALYN A. SOUVALIAN, NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 4/8/17

Pannone Lopes Devereaux & West LLC
Name of submitting business

William P. Devereaux
Print name

_____
Signature

Principal/Partner
Title

3 / 30 / 2016
Date

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name William E. O'Gara
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 317 Iron Horse Way, Suite 301
   City/state/zip Providence, RI 02908
   Telephone 401-824-5100
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/_____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____/___/___
   (Other) Member 3/1/06

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO __X__ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO __X__ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO __X__ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO __X__ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO __X__ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO __X__ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO __X__ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO __X__ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, William E. O'Gara, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31ST day of March 2016

Geralyn A Souvalian
Notary Public

GERALYN A. SOUVALIAN, NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 4/8/17

Pannone Lopes Devereaux & West LLC
Name of submitting business

William E. O'Gara
Print name

Signature

Principal/Partner
Title

3 / 31 / 16
Date

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Teno A. West
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 81 Main Street, Suite 510
   City/state/zip White Plains, NY 10601
   Telephone 914-898-2400
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder __/__/_____
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____/___/___
   (Other) Member 2/13/2009

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Teno A. West, 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 29th day of March 2016

Notary Public

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in Nassau County
Commission Expires Dec. 01, 2019

Pannone Lopes Devereaux & West LLC
Name of submitting business

Teno A. West
Print name

Teno A. West
Signature

Principal/Partner
Title

3/29/16
Date

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Gary R. Pannone
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 317 Iron Horse Way, Suite 301
   City/state/zip Providence, RI 02908
   Telephone 401-824-5100
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ____/____/____ Treasurer ____/____/____
   Chairman of Board ____/____/____ Shareholder __/__/____
   Chief Exec. Officer ____/____/____ Secretary ____/____/____
   Chief Financial Officer ____/____/____ Partner ____/____/____
   Vice President ____/____/____ _____/____/____
   (Other) Member 3/1/06

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 20%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gary R. Pannone, 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 day of 2016

Geraldine A. Riccio
Notary Public

Pannone Lopes Devereaux & West LLC
Name of submitting business

Gary R. Pannone
Print name

Gary R. Pannone
Signature

Managing Partner
Title

3 / 28 / 16
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Pannone Lopes Devereaux & West LLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, New York 10601

2. Entity's Vendor Identification Number: 11-3769678

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

x Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, New York 10601

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.

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, New York 10601

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/12/16

Signed: _____

Print Name: Teno A. West

Title: Principal

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.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the County has negotiated an amendment to a personal services contract with Pannone Lopes Devereaux & West, LLC to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to a personal services contract with Pannone Lopes Devereaux & West, LLC

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000027 between the County and Counsel, executed on behalf of the County on December 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2014 until September 30, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Seventy-five Thousand Dollars ($175,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise two (2) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 30, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Ninety-five Thousand Dollars ($295,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Four Hundred Seventy Thousand Dollars ($470,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Pannone Lopes Devereaux & West, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: May 12, 2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Westchester)

On the 12th day of May in the year 2016 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Partner of Ramme Lopez Devereux & West LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in Nassau County
Commission Expires Dec. 01, 2019

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#:CQAT14000027

Received on 12/10/2014 LA

Department: County Attorney

E-225-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT14000027 NIFS Entry Date: 09/22/2014 Term: October 1, 2014 – September 30, 2015

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	9/22/14		Yes ☐ No ☐ Not required if blanket resolution
9/24/14	County Attorney	*CA RE&I Verification* ☑	9/25/14		
	County Attorney	*CA Approval as to form* ☐	9/25/14		Yes ☒ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐	11/25/14		
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐	10/30/14		
	County Comptroller	*NIFS Approval* ☑	11/3/14	MEO	10/31/14
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/1/14		

PR5254 (8/04)

Contract ID#:CQAT14000027

Department: County Attorney

Contract Summary

Description: New outside counsel contract

Purpose: To represent the County with respect to various employment and labor law related legal issues, as may be requested by the County Attorney or their designee.

Method of Procurement: A Request for Qualification was issued and a panel established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement.

Procurement History: See above for procurement method.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $175,000.00 maximum amount, but no encumbrance at this time ($.01) as per the contract

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$.01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$.01

APPROVED: 9/25/14

INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name Steve J. Salvioli	Date 11/14
Date 11/3/2014	Date 11/3/14	(For Office Use Only)

E #:

PR5254 (8/04)

E-225-14

RULES RESOLUTION NO. 234 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Pannone, Lopes Devereaux & West, LLC (CQAT14000027)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X B. A Request for Qualification was issued and a panel established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise, so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Pannone Lopes Devereaux & West LLC
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Managing Member

Matthew A. Lopes
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William P. Devereaux
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William E. O'Gara
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

Teno A. West
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2400
Member

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on October 1, 2014 and shall terminate on September 30, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in various employment and labor law related legal issues ("Services") as may be requested by the County Attorney or their designee. Counsel shall provide status reports as may be reasonably requested by the County Attorney's office on any matter that is assigned under this Agreement.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Seventy-five Thousand Dollars ($175,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$250.00
(ii) Counsel:	$250.00
(iii) Associate:	$250.00
(iv) Paralegal:	$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that there shall be no initial encumbrance under this Agreement. Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as

not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to

be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST. LLC

By: _____

Name: Josh J. Meyer

Title: Partner

Date: September 22, 2014

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

☐ Deputy County Executive

Date: 12/11/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22nd day of September in the year 2014 before me personally came Josh J Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Partner of Pannone Lopes Devereaux + West LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC [signature]

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in New York County
Commission Expires ~~September 04, 2011~~ December 1, 2015

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The ~~chief executive officer~~ Managing Member of Contractor is:

Gary R. Pannone (Name)

81 Main Street, Suite 501, White Plains, NY 10601 (Address)

914-898-2400 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ___✓___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

September 24, 2014
Dated

Gary R. Pannone
Signature of ~~Chief Executive Officer~~ Managing Member

Gary R. Pannone
Name of ~~Chief Executive Officer~~ Managing Member

Sworn to before me this

24 day of Sept., 2014

Geraldine A. Riccio
Notary Public

GERALDINE A. RICCIO, NOTARY PUBLIC
MY COMMISSION EXPIRES 7-20-2018

Contract ID#: COAT14000027

received on 03/12/2015 L r
Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000001 NIFS Entry Date: 01/05/2015 Term: October 1, 2014 – September 30, 2015

New ☐ Renewal	☐
Advisement # 1	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer
	Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	1/26/15		Yes ☐ No ☐ Not required if blanket resolution
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	2/9/15		
	County Comptroller	*NIFS Approval* ☐	3/4/15		3/2/15

PR5254 (8/04)

Contract ID#: CQAT14000027

Department: County Attorney

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to represent the County with respect to various employment and labor law related legal issues, as may be requested by the County Attorney or their designee. This advisement is to encumber additional funds pursuant to the terms of the original contract.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: A Request for Qualifications was issued and a panel established. The firm Pannone Lopes Devereaux & West, LLC has been added to this panel. The firm has been determined to be qualified by the Department in the areas of employment and labor law, based on the firm's experience, expertise in the subject matters, and availability. Due to the type of legal services that are being provided, the services require a certain level of expertise so an increased hourly rate above the firm's panel rate submission has been authorized for this agreement.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $100,000.00 ($175,000.00 previously approved, no previous encumbrance ($.01). This advisement is encumbering $100,000.00 of the $175,000.00 authorized by the original contract).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$100,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/19/15
Date 3/4/15	Date 3/3/15	(For Office Use Only) E #:

PR5254 (8/04)

Contract ID#: CQAT15000012

Department: County Attorney

E-152-16

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CLAT16000023 NIFS Entry Date: 06/06/2016 Term: December 8, 2014-December 7, 2016

New ☐ Renewal ☐	
Amendment #1	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: The Law Offices of Robert P. Macchia & Associates	Vendor ID#: 472533456	Department Contact: Jaclyn Delle
Address: 98 Front Street, Mineola, New York 11501	Contact Person: Robert Macchia	Address: 1 West Street, Mineola, New York 11501
	Phone: (516) 873-6200	Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required?
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	6/7/16		Yes ☐ No ☐ Not required if blanket resolution
6/9/16	County Attorney	*CA RE&I Verification* ☐	6/9/16		
6/9/16	County Attorney	*CA Approval as to form* ☐	6/9/16		Yes ☑ No ☐
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐	6/10/16		
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/10/16		

RECEIVED
NASSAU COUNTY
JUN 10 P 5:18
OFFICE OF LEGISLATIVE

PR5254 (8/04)

E-125-JP

Contract ID#: CQAT15000012

Department: County Attorney

Contract Summary

Description: Amendment #1 to an outside counsel contract.

Purpose: This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The case originally assigned to Counsel (Kirsch v. Nassau County, et al.; Index No. 008837/2011) has settled, as well as an additional case assigned to Counsel under this contract (MICHAEL P. BRESNAHAN v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT and DENNIS J. McHALE; Index No. 7720/2012). Counsel has recently been assigned a new case, David Hosannah v. Ameed Saeed Shield 2544 and Nassau County Correctional Center, Sheriff's Department; Index No. 15-CV3773 (JFB)(AYS). This amendment renews the contract by extending the term and increasing the maximum amount.

Method of Procurement: This is a contract amendment. See below for the procurement history.

Procurement History: A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the cases provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $150,000.00 max increase, but only $100,000.00 initial encumbrance as per terms of Amendment #3.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$100,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$100,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	**$100,000.00**

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name [signature]
Name	Name	Date 6/10/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: The Law Offices of Robert P. Macchia & Associates (CLAT16000023)

2. Dollar amount requiring NIFA approval: $ 150,000.00

Amount to be encumbered: $ 100,000.00

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: 12/08/2014-12/07/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified. The case original assigned to Counsel (Kirsch v. Nassau County, et al.) has settled, as well as an additional case assigned to Counsel under this contract (MICHAEL P. BRESNAHAN v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT and DENNIS J. McHALE). Counsel has recently been assigned a new case, David Hosannah v. Ameed Saeed Shield 2544 and Nassau County Correctional Center, Sheriff's Department; Index No. 15-CV3773 (JFB)(AYS). This amendment renews the contract by extending the term and increasing the maximum amount.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

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: The Law Offices of Robert P. Macchia & Associates (CLAT16000023)

CONTRACTOR ADDRESS: 98 Front Street, Mineola, New York 11501

FEDERAL TAX ID #: 472533456

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____. _____ (___) proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 8, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law specified in Appendix A of the original agreement and assigned the cases provided in the attached routing sheet, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

IV. ☐ **Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ **Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/7/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: The Law offices of Robert P. Macchia + Associates

Dated: 6-6-16

Signed:

Print Name: Robert P. Macchia

Title: Owner / President

PQF (02/2016)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Robert P. Macchia
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address PO Box 511 Mineola NY 11501
   City/state/zip Mineola NY 11501
   Telephone 516 398-6267
   Other present address(es) NA
   City/state/zip NA
   Telephone NA
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ✓2/1/2000 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? (NO)
   ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? (NO) ___ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? (NO) ___ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) NO

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Robert P. Macchia, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of March 2016

Notary Public

MICHELE FEDELE
Notary Public, State of New York
No. 01FE6106709
Qualified in Nassau County
Commission Expires March 15, 2020

Robert P. Macchia + Associates
Name of submitting business

Robert P. Mac
Print name

Signature

Owner/President
Title

3 / 24 / 2016
Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3-24-16

1) Bidder's/Proposer's Legal Name: Robert P. Macchia & Associates

2) Address of Place of Business: PO Box 511 Mineola NY 11501

List all other business addresses used within last five years:
98 Front street, Mineola NY 11501

3) Mailing Address (if different): NA

Phone : 516-398-6267

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 47-2533456

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. 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, No Conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. A three-fold conflict check exists. IF any facts arose that would be in any way related to i, ii, or iii above, it would immediately be brought to the attention of the County Attorney's office.

Robert P. Macy

NA

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   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 bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

   Company _____

   Contact Person _____

   Address _____

   City/State _____

   Telephone _____

   Fax # _____

   E-Mail Address _____

NA

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

The Law Offices of Robert P. Macchia & Associates is a mid-sized litigation law firm that provides a wide range of legal services to clients throughout Long Island and the boroughs of New York City. Conveniently located within walking distance of the Long Island Railroad and only a ¼ mile from the Nassau County Supreme Court Complex, the firm practices in the counties of Nassau, Suffolk, Queens, Kings, Richmond, New York, Westchester, and the Bronx.

Our knowledgeable attorneys are prepared to take on an array of legal matters including residential real estate transactions and litigation, commercial litigation, personal injury litigation, criminal defense, and various contractual and corporate concerns. Most notable, however, is our firm's multifaceted insurance practice which includes, but is not limited to:

- fraud investigation
- property damage
- premise liability
- no-fault
- automobile accidents

Our team's background in law enforcement allows us to investigate and aggressively defend against insurance fraud perpetuated by both claimants and healthcare providers. Such fraud cases range from defending claims brought by individual claimants to prosecuting multi-million dollar federal RICO suits against allegedly fraudulent no-fault healthcare providers.

ROBERT P. MACCHIA, ESQ.

Owner/Principal

Robert P. Macchia is the owner and principal of The Law Offices of Robert P. Macchia & Associates. Mr. Macchia's practice areas include case management and trial in various areas of defense and plaintiff's litigation. These include federal litigation, negligence, premises liability, construction law, insurance fraud, uninsured and underinsured motorist coverage and coverage analysis as well as plaintiff personal injury litigation. Mr. Macchia has given a variety of seminars for claims professionals and attorneys on various topics involving insurance defense.

Mr. Macchia has assisted as National Counselor on bad faith matters for a major insurance carrier. This included serving as the exclusive counsel to an executive committee of a major insurance carrier where he analyzed and evaluated all corporate claims, first-party matters and litigation cases. It also included a review of in-house litigation/claims procedures.

Mr. Macchia was admitted to the New York State Bar in 1989 and the United States District Court for the Southern and Eastern Districts of New York in 1989. He is a member of the New York State Bar Association, the Nassau Bar Association, and the New York Trial Lawyers Institute.

He received his Juris Doctor Degree from St. John's University School of Law in 1988 and his Bachelor of Arts Degree in Political Science and Philosophy from St. John's University.

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of March 2016

_____
Notary Public

MICHELE FEDELE
Notary Public, State of New York
No. 01FE6106709
Qualified In Nassau County
Commission Expires March 15, 2020

Name of submitting business: Robert P. Macchia + Associates

By: Robert P. Macchia Print name

_____
Signature

Owner/President
Title

3 / 24 / 2016 Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Law offices of Robert P. Macchia Assoc. LLP

Address: PO Box 511 Mineola NY 11501

City, State and Zip Code: Mineola NY 11501

2. Entity's Vendor Identification Number: 47-2533456

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ____PLLC ✓____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Robert P. Macchia PO Box 511 Mineola NY 11501

/

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Robert P. Macchia PO Box 511 Mineola NY 11501

/

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County,
its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6-6-16

Signed: [signature]

Print Name: Robert P. Macchia

Title: Owner / President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

RPA

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES

WHEREAS, the County has negotiated an amendment to a personal services agreement with the Law Offices of Robert P. Macchia & Associates to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with the Law Offices of Robert P. Macchia & Associates

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) The Law Offices of Robert P. Macchia & Associates, with an office located at 98 Front Street, Mineola, New York 11501 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT15000012 between the County and Counsel, executed on behalf of the County on July 8, 2015 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 8, 2014 until December 7, 2015 unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 7, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars ($150,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Hundred Seventy-four Thousand Nine Hundred Dollars ($174,900.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars ($100,000.00). Thereafter, the Department shall

notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES

By: _____

Name: Robert P. Macchia

Title: Owner / President

Date: 6-6-16

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 6th day of June in the year 2016 before me personally came Robert P. Macchia to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Owner of Law Office Robert P. Macchia the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MICHELE FEDELE
Notary Public, State of New York
No. 01FE6106709
Qualified in Nassau County
Commission Expires March 15, 2020

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

[redacted]

Certified contract received on 07/02/2015

Contract ID#: CQAT15000012

Department: County Attorney

Contract Details

SERVICES: Outside Counsel

NIFS ID #: CQAT15000012 NIFS Entry Date: 04/06/2015 Term: December 8, 2014–December 7, 2015

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor

Name: The Law Offices of Robert P. Macchia & Associates	Vendor ID#: 472533456
Address: 98 Front Street, Mineola, New York 11501	Contact Person: Robert Macchia
	Phone: (516) 873-6200

County Department

Department Contact: Daniel Gregware
Address: 1 West St. Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/11/15		Yes ☐ No ☐ Not required if blanket resolution
5/7/15	County Attorney	CA RE&I Verification ☑	5/5/15		
	County Attorney	CA Approval as to form ☐	05/07/2015		Yes ☐ No ☒
	LEG Legislative Affairs	Fw'd Original K to CA ☐	7/6/15		
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	05/07/2015		
	County Comptroller	NIFS Approval ☑	7/2/15		
6/9/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/15/15		

PR5254 (8/04)

Contract ID#: CQAT15000012

Department: County Attorney

Contract Summary

Description: New outside counsel contract.
Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Appellate; Casualty; Commercial Litigation; Construction Litigation; Insurance Law; Mediation; and Tort Law. As of the commencement of this agreement, the following case has been assigned to Counsel to represent the County, Nassau County Police Department, and Nassau County EMT personnel: JEFFREY KIRSCH & CYNTHIA KIRSCH v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT, POLICE OFFICER "JANE" THOMAS (first name being fictitious), POLICE OFFICER "JOHN" TOSI (first name being fictitious), SERGENT "JOHN DOE", POLICE OFFICERS JOHN/JANE DOES 1 THROUGH 15, WOODMERE FIRE DEPARTMENT, EMERGENCY MEDICAL SERVICES UNIT, NASSAU COUNTY POLICE DEPARTMENT EMERGENCY AMBULANCE BUREAU, EMT or AMTS JOHN/JANE DOE 1 and 2.
Method of Procurement: A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed above and assigned the case provided above, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.
Procurement History: See above for procurement method.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/19/15
Date 7/3/2015	Date 5/2/15	(For Office Use Only) E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: The Law Offices of Robert P. Macchia & Associates (CQAT15000012)

CONTRACTOR ADDRESS: 98 Front Street, Mineola, New York 11501

FEDERAL TAX ID #: 472533456

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County has been established. The Law Offices of Robert P. Macchia & Associates has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached routing sheet and assigned the case provided in the attached routing sheet, afte r a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/21/15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) The Law Offices of Robert P. Macchia & Associates, with an office located at 98 Front Street, Mineola, New York 11501 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 8, 2014 and shall terminate on December 7, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner: $255.00

(ii) Of Counsel: $255.00

(iii) Associate: $205.00

(iv) Paralegal: $90.00

(v) Law Clerk: $90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in

form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required,

approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES

By: _____

Name: Robert P. Macchia

Title: President

Date: 3-16-15

NASSAU COUNTY

By: _____

Name: Charles J. Ribando

Title: County Executive

☐ Deputy County Executive

Date: July 8, 2015

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 16 day of March in the year 2015 before me personally came Robert P. Macchia to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Robert P. Macchia Assoc. PLLC, 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.

Sharon Bleimeyer
NOTARY PUBLIC

SHARON BLEIMEYER
Notary Public - State of New York
No. 01BL5082326
Qualified in Nassau County
Commission Expires July 21, 2017

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8th day of July in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6253026
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

Case assigned to Counsel as of the commencement of this Agreement to represent the County, Nassau County Police Department, and Nassau County EMT personnel:

JEFFREY KIRSCH & CYNTHIA KIRSCH v. NASSAU COUNTY, NASSAU COUNTY POLICE DEPARTMENT, POLICE OFFICER "JANE" THOMAS (first name being fictitious), POLICE OFFICER "JOHN" TOSI (first name being fictitious), SERGENT "JOHN DOE", POLICE OFFICERS JOHN/JANE DOES 1 THROUGH 15, WOODMERE FIRE DEPARTMENT, EMERGENCY MEDICAL SERVICES UNIT, NASSAU COUNTY POLICE DEPARTMENT EMERGENCY AMBULANCE BUREAU, EMT or AMTS JOHN/JANE DOE 1 and 2

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Appellate;
2. Casualty;
3. Commercial Litigation;
4. Construction Litigation;
5. Insurance Law;
6. Mediation;
7. Tort Law

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Robert P. Macchia (Name)

98 Front Street Mineola NY. 11501 (Address)

516 · 398 · 6267 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has Not has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3-16-15
Dated

Signature of Chief Executive Officer

Robert R. M
Name of Chief Executive Officer

Sworn to before me this
16 day of March, 2015

Sharon Bleimeyer
Notary Public

SHARON BLEIMEYER
Notary Public - State of New York
No. 01SL5082326
Qualified in Nassau County
Commission Expires July 21, 2017

Contract ID#: CQAT1400001

Department: County Attorney

U-16-16

Contract Details

SERVICES: Special counsel

NIFS ID #: CLAT16000014 NIFS Entry Date: 03/15/2016 Term: 03/13/2014-03/12/2016

New ☐ Renewal ☒	
Amendment #1	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Jackson Lewis P.C.	Vendor ID#: 463862389	Department Contact: Jaclyn Delle
Address: 58 South Service Road, Suite 250 Melville, New York 11747	Contact Person: Marc Wenger, Esq.	Address: 1 West St. Mineola, New York 11501
	Phone: (631) 247-0404	Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	3/22/16		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	*CA RE&I Verification* ☑	4/8/16		
	County Attorney	*CA Approval as to form* ☑	4/8/16		Yes ☑ No ☐
	LEG. Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG. Rules ☐ / Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/2/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 MAY -2 P 12:33

PR5254 (8/04)

Contract ID#: CQAT14000012

Department: County Attorney

Contract Summary

Description: Amendment #1 to special counsel contract.

Purpose: Amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $24,900.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/2/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Jackson Lewis P.C. (CLAT16000014)

2. Dollar amount requiring NIFA approval: $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a ____ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 03/13/2014-03/12/2016

Has work or services on this contract commenced? ✓ Yes ____ No

If yes, please explain: Contractor continuing services as amendment is sent through approvals.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other
___ Grant Fund (GRT)
Federal % ____
State % ____
County % 100

Is the cash available for the full amount of the contract? ____ Yes ____ No
If not, will it require a future borrowing? ____ Yes ____ No

Has the County Legislature approved the borrowing? ____ Yes ____ No ____ N/A

Has NIFA approved the borrowing for this contract? ____ Yes ____ No ____ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 3/24/10

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Jackson Lewis P.C. (CLAT16000014)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 250, Melville, New York 11747

FEDERAL TAX ID #: 463862389

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. x **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on June 6, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted 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. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

3/18/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Jackson Lewis P.C.

Address: 58 South Service Road, Suite 250

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 46-3862389

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See above.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/10/16

Signed: [signature]

Print Name: Marc S. Werger

Title: Principal

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.

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
1	Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2	Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3	Adler-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4	Allen, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5	Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7	Amiot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8	Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10	Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11	Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12	Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13	Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14	Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15	Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16	Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17	Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18	Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20	Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21	Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23	Bertoncini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24	Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25	Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26	Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27	Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28	Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
29	Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31	Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32	Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33	Brlton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34	Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36	Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37	Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38	Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39	Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
40	Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42	Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43	Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44	Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
46	Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47	Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48	Christensen, Deverle J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49	Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50	Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtlan, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Duddleston, David J.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
70	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
71	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
72	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
73	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
74	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
75	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
76	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
77	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
78	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
79	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
80	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
81	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
83	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
84	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
85	Glitler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
86	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
87	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
88	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
89	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
90	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
92	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
93	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
94	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
95	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
97	Helferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
100	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
101	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
102	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
103	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
104	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
105	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
106	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
107	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
108	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
109	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
110	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
111	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
112	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
113	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
114	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
115	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
116	Kee, Conrad S.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
117	Keiper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
118	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
119	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
121	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
122	Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
123	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
124	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
126	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
127	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
128	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
129	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
130	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
131	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
132	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
133	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
134	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
135	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
136	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
137	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
138	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
139	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
140	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
141	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
142	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
143	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
144	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
145	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
146	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
148	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
149	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
150	Melik, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
151	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
152	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
153	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
154	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
156	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
157	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
158	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
159	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219

	Equity Principals - Jackson Lewis P.C.		
	as of 03/09/2016		
	Name	Address	City, State & Zip
160	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
161	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
162	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
163	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
164	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
165	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
166	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
167	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
168	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
169	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
170	Palndiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
171	Palmer, CAry G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
172	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
173	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
174	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
175	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
176	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
177	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
178	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
179	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
180	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
181	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
182	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
184	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
185	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
186	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
187	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
188	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
189	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
190	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
191	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
192	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
193	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
196	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
197	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
198	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
199	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
200	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
201	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
202	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
203	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
204	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
205	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
206	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
207	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
208	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
209	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
210	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
211	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
212	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
213	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
214	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
215	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
216	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
217	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
218	Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
219	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
220	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
221	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
222	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
223	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
224	Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
225	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
226	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
227	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
228	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
229	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
230	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
231	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
232	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
233	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
234	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
235	Weisbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
236	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
237	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
238	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
239	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
240	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
241	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
242	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
244	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245	Youchah, Elayna J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Jackson Lewis P.C.

Dated: 4/7/16

Signed: Marc S. Wenger

Print Name: Marc S. Wenger

Title: Principal

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____

   Date of birth ____/____/____

   Home address _____ No Principals have a

   City/state/zip_____ 10% or more equity interest

   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)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

    a. Been debarred by any government agency from entering into contracts with that agency?
    YES _____ NO ____ If Yes, provide details for each such instance.

    b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ___ If Yes, provide details for each such instance.

    c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ___ If Yes, provide details for each such instance.

    d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

    a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

    b) Is there any misdemeanor charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

    c) Is there any administrative charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

    d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc S. Wenger, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of April 2016

Patricia J. Russolese
Notary Public

PATRICIA J. RUSSOLESE
Notary Public, State Of New York
No. 01AM4898520
Qualified In Nassau County
Commission Expires June 15, 2019

Jackson Lewis P.C.
Name of submitting business

Marc S. Wenger
Print name

Marc S. Wenger
Signature

Principal
Title

4/7/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: April 7, 2016

1) Proposer's Legal Name: Jackson Lewis P.C.

2) Address of Place of Business: 58 South Service Road, Melville, NY 11747

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone : 631-247-0404

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 072809924

5) Federal I.D. Number: 46-3862389

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation _x_ Other (Describe) Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No _X_ If Yes, please provide details: _____
_____

8) Does this business control one or more other businesses? Yes __ No _X_ If Yes, please provide details: _____
_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____
We are unaware of any member of the firm being publicly disciplined by any State Bar.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
Conflict inquiries are required of all Engagement/Matters - whether new or existing client, and whether opposed or unopposed.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; April 1, 1958

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached.

iii) Name, address and position of all officers and directors of the company; See attached.

iv) State of incorporation (if applicable);

v) The number of employees in the firm; 1,560 (as of 04/01/16)

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 58 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Brookhaven Science Associates, LLC

Contact Person Anne Troutman, Esq.

Address _____

City/State Upton, New York 11973-5000

Telephone (631) 344-8629

Fax # _____

E-Mail Address troutman@bnl.gov

Company Sabin, Bermant & Gould LLP

Contact Person Eric L. Adler, Esq.

Address One World Trade Center, 44th Floor

City/State New York, New York 10007-2915

Telephone (212) 381-7125

Fax # (212) 381-7201

E-Mail Address eadler@sabinfirm.com

Company Village of Rockville Centre

Contact Person Fran Murray

Address 1 College Place, P.O. Box 950

City/State Rockville Centre, New York 11570

Telephone (516) 678-9264

Fax #

E-Mail Address fxmurray@rvcny.us

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc S. Wenger, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7th day of April 2016

Patti Russolese
Notary Public

PATRICIA J. RUSSOLESE
Notary Public, State Of New York
No. 01AM4896520
Qualified In Nassau County
Commission Expires June 15, 2019

Name of submitting business: Jackson Lewis P.C.

By: Marc S. Wenger
Print name

Marc S. Wenger
Signature

Principal
Title

4, 7, 16
Date

Addendum to page 4, A. vii

Jackson Lewis P.C. is comprised of over 700 attorneys practicing exclusively in the area of labor and employment law on behalf of management. We have recognized industry leaders in every aspect of the field of labor and employment law. Our Melville, New York office, with approximately 34 attorneys, is undoubtedly the largest collection of labor and employment law attorneys in Long Island, with years of personal experience combined with the resources of one of the largest firms in the country. Marc S. Wenger, the lead attorney for our work for the County, is the Litigation Manager for the Long Island office. He has practiced management-side labor and employment law for over 29 years. Mr. Wenger has represented the County in labor and employment law matters since 2010 and, among other matters, has led the successful defense of the County in the wage freeze litigation and numerous employment discrimination cases, in addition to coordinating our advice and counsel in a variety of other specialized areas.

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
1	Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2	Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3	Adler-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4	Allen, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5	Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7	Amiot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8	Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10	Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11	Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12	Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13	Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14	Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15	Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16	Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17	Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18	Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20	Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21	Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23	Bertoncini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24	Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25	Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26	Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27	Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28	Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
29	Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31	Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32	Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33	Briton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34	Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36	Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37	Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38	Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39	Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
40	Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42	Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43	Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44	Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
46	Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47	Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48	Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49	Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50	Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	**Address**	**City, State & Zip**
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtian, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
70	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
71	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
72	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
73	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
74	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
75	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
76	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
77	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
78	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
79	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
80	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
81	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
83	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
84	Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
85	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
86	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
87	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
88	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
89	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
90	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
91	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
92	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
93	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
94	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
95	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
97	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
99	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
100	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
101	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
102	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
103	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
104	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	**Address**	**City, State & Zip**
105	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
106	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
107	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
108	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
109	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
110	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
111	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
112	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
113	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
114	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
115	Kee, Conrad S.	215 South State Street, Suite 760	Salt Lake City, UT 84101
116	Keiper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
117	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
118	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
119	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
121	Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
122	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
123	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
124	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
126	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
127	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
128	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
129	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
130	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
131	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
132	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
133	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
134	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
135	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
136	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
137	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
138	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
139	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
140	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
141	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
142	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
143	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
144	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
145	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
146	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
147	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
148	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
149	Mellk, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
150	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
151	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
152	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
153	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
154	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
156	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
157	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
158	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
159	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
160	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
161	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
162	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
163	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
164	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
165	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
166	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
167	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
168	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
169	Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
170	Palmer, CAry G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
171	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
172	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
173	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
174	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
175	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
176	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
177	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
178	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
179	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
180	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
181	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
182	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
183	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
184	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
185	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
186	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
187	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
188	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
189	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
190	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
191	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
192	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
193	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
194	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
195	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
196	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
197	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
198	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
199	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
200	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
201	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
202	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
203	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
204	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
205	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
206	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
207	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
208	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209

	Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
209	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
210	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
211	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017
212	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
213	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
214	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
215	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
216	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
217	Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
218	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
219	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
220	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
221	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
222	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
223	Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
224	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
225	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
226	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
227	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
228	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
229	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
230	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
231	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
232	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
233	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
234	Weisbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
235	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
236	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
237	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
238	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
239	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
240	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
241	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
242	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
243	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
244	Youchah, Elayna J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169

	Nassau County - Answer to Question Aiii			
	Jackson Lewis P.C.			
	Board Members & Office Managing Principals			
	as of 04/07/2016			
No.	Name	Address	City, State & Zip	Title
1	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960	Chairman
2	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960	Board Member
3	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211	Board Member
4	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111	Board Member
5	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309	Board Member
6	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309	Board Member
7	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660	Board Member
8	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017	Board Member
9	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960	Board Member
10	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747	Board Member
11	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209	Managing Principal
12	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114	Managing Principal
13	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103	Managing Principal
14	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202	Managing Principal
15	Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169	Managing Principal
16	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960	Managing Principal
17	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017	Managing Principal
18	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801	Managing Principal
19	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201	Managing Principal
20	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101	Managing Principal
21	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219	Managing Principal
22	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402	Managing Principal
23	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110	Managing Principal
24	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612	Managing Principal
25	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701	Managing Principal
26	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017	Managing Principal
27	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202	Managing Principal
28	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601	Managing Principal
29	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105	Managing Principal
30	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510	Managing Principal
31	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202	Managing Principal
32	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111	Managing Principal
33	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601	Managing Principal
34	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120	Managing Principal
35	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209	Managing Principal
36	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102	Managing Principal
37	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101	Managing Principal
38	Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374	Managing Principal
39	Palmer, Cary G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814	Managing Principal
40	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116	Managing Principal
41	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191	Managing Principal
42	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204	Managing Principal
43	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601	Managing Principal
44	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222	Managing Principal
45	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901	Managing Principal
46	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131	Managing Principal
47	Thorne, Rene E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130	Managing Principal
48	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309	Managing Principal
49	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002	Managing Principal
50	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641	Managing Principal

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Jackson Lewis P.C. to provide legal services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Jackson Lewis P.C.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite ~~410~~ 250, Melville, New York 11747 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT14000011 between the County and Counsel, executed on behalf of the County on June 2, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 13, 2014 until March 12, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 12, 2016.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by Twenty-four Thousand Nine Hundred Dollars ($24,900.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Forty-nine Thousand Eight Hundred Dollars ($49,800.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

JACKSON LEWIS P.C.

By: _____
Name: Mark S. Wanger
Title: Principal
Date: 3/10/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 10th day of March in the year 2016 before me personally came Marc S. Wenger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Principal of Jackson Lewis P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARIANNE FEIST
Notary Public, State of New York
No. 52-4971469
Qualified in Suffolk County
Commission Expires September 04, 2018

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received on 05/19/2014 LN

Contract ID#: CQAT14000011

Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID#:CQAT14000011 NIFS Entry Date:05/07/2014 Term:03/13/2014–03/12/2015 w/ 4, 1 yr renewals

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Jackson Lewis P.C.	Vendor ID#: 463862389
Address: 58 South Service Road, Suite 410 Melville, New York 11747	Contact Person: Marc Wenger, Esq.
	Phone: (631) 247-0404

County Department
Department Contact: Daniel Gregware
Address: 1 West St. Mineola, New York 11501
Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/16/14		Yes ☐ No ☐ Not required if blanket resolution
05/20/2014	County Attorney	CA RE&I Verification ☐	05/20/2014		
	County Attorney	CA Approval as to form ☐	05/20/2014		Yes ☐ No ☒
	LEG Legislative Affairs	Fw'd Original K to CA ☐			
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	05/20/2014		
	County Comptroller	NIFS Approval ☒	6/12/14	CGC 6/12/14	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/2/14		

Contract ID#: CQAT14000011

Department: County Attorney

Contract Summary

Description: Original agreement.

Purpose: New contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983; Labor and Employment Law; and Municipal Law.

Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.

Procurement History: Jackson Lewis P.C. has previously contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $24,900.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S Cohen	Name [signature]	Date
Date 6/12/2014	Date 6/12/14	(For Office Use Only) E #:

PR5254 (8/04)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Jackson Lewis P.C. (CQAT14000011)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 410, Melville New York 11747

FEDERAL TAX ID #: 463862389

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. X Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.

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.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

5/8/14

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 410, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 13, 2014 and shall terminate on March 12, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). A list of the areas of law in which the Department has determined Counsel to be qualified to represent the County is attached hereto as Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$285.00
(ii) Of Counsel:	$285.00
(iii) Associate:	$250.00
(iv) Paralegal/Law Clerk:	$100.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for

the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between Counsel and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human

rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent

with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this

Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six

(6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for

the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the

County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

JACKSON LEWIS P.C.

By: Marc S. Wenger

Name: Marc S. Wenger

Title: Shareholder

Date: 4/25/14

NASSAU COUNTY

By:

Name: Richard R. Walker

Title: County Executive

~~X~~ Deputy County Executive

Date: 6/2/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 25th day of April in the year 2014 before me personally came Marc S. Wenger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Shareholder of Jackson Lewis P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Loretta Giannone

LORETTA GIANNONE
Notary Public, State of New York
No. 01GI6187660
Qualified in Nassau County
Commission Expires May 27, 2016

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 18 day of August in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6220023
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix A

Cases and/or matters are to be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Federal Civil Rights, Section 1983;
2. Labor and Employment Law;
3. Municipal Law;

The Department may qualify Counsel in additional areas of law.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

John P. Donnelly

Jackson Lewis P.C.

One North Broadway, 15th Floor

White Plains, New York 10601

914-514-6056

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor ___ has __X__ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____has ___X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete, Any statement or representation made herein shall be accurate and true as of the date stated below.

April 28, 2014

Signature of Chief Operating Officer

John P. Donnelly
Name of Chief Operating Officer

Sworn to before me this
28th day of April, 2014.

Notary Public

MARIANNE ROGERS
Notary Public, State Of New York
No. 4958612
Qualified In Westchester County
Commission Expires November 13, 2017

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Jackson Lewis P.C.

Address: 58 South Service Road, Suite 250

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 46-3862389

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See above.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/10/10

Signed: [signature]

Print Name: Marc S. Wenger

Title: Principal

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
1	Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2	Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3	Adler-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4	Allen, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5	Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7	Amiot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8	Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10	Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11	Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12	Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13	Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14	Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15	Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16	Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17	Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18	Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20	Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21	Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23	Bertoncini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24	Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25	Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26	Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27	Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28	Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
29	Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31	Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32	Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33	Briton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34	Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36	Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37	Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38	Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39	Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
40	Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42	Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43	Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44	Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
46	Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47	Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48	Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49	Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50	Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016

	Equity Principals - Jackson Lewis P.C.		
	as of 03/09/2016		
	Name	Address	City, State & Zip
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtian, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Duddleston, David J.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
70	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
71	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
72	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
73	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
74	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
75	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
76	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
77	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
78	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
79	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
80	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
81	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
83	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
84	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
85	Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
86	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
87	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
88	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
89	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
90	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
92	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
93	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
94	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
95	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
97	Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
100	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
101	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
102	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
103	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
104	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
105	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
106	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
107	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
108	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
109	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
110	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
111	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
112	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
113	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
114	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
115	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
116	Kee, Conrad S.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
117	Keiper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
118	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
119	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
121	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
122	Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
123	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
124	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
126	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
127	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
128	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
129	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
130	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
131	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
132	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
133	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
134	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
135	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
136	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
137	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
138	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
139	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
140	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
141	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
142	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
143	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
144	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
145	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
146	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
148	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
149	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
150	Melik, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
151	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
152	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
153	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
154	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
156	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
157	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
158	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
159	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
160	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
161	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
162	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
163	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
164	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
165	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
166	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
167	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
168	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
169	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
170	Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
171	Palmer, CAry G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
172	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
173	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
174	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
175	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
176	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
177	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
178	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
179	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
180	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
181	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
182	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
184	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
185	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
186	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
187	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
188	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
189	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
190	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
191	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
192	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
193	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
196	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
197	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
198	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
199	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
200	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
201	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
202	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
203	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
204	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
205	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
206	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
207	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
208	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
209	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
210	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
211	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
212	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
213	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
214	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
215	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
216	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
217	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
218	Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
219	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
220	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
221	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
222	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
223	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
224	Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
225	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
226	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
227	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
228	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
229	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
230	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
231	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
232	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
233	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
234	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
235	Weisbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
236	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
237	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
238	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
239	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
240	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
241	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
242	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
244	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245	Youchah, Elayna J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169

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.

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	DD	GENERAL EX	627,000	627,000	144,355	482,645
	DE	CONTRACTUA	5,350,000	5,350,000	-1,520,956	6,870,956
		EXP TOTAL	13,903,211	13,903,211	288,078	13,615,133
		REV - EXP	4,467,447	4,467,447	31,175	-4,436,272

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/22/2016
LINK TO: VENDOR SUMMARY 3:44 PM
ACTIVE
FISCAL MO/YEAR : 03 2016
VENDOR NUMBER : 463862389 01 JACKSON LEWIS PC
VENDOR ALPHA : JACKSON LEWIS PC

S	VENDOR SUMMARY	MAR 2016	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	.00	.00	41,957.81
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	-3,244.50	.00
	PAYMENTS	.00	3,244.50	482,942.19
	CASH RECEIPTS	.00	.00	.00
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS	.00	3,244.50	3,244.50
	B/U WITHHOLDING	.00	.00	.00
	B/U WITH PAID	.00	.00	.00
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/22/2016
LINK TO: VENDOR SUMMARY 3:44 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER : 463862389 01 JACKSON LEWIS PC
VENDOR ALPHA : JACKSON LEWIS PC

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	-710.50	-29,961.56	41,957.81
RETAINAGES	.00	.00	.00
ACCRUALS	710.50	3,244.50	3,244.50
PAYMENTS	.00	26,717.06	479,697.69
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	26,717.06	26,717.06
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4--PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Jackson Lewis P.C.

Address: 58 South Service Road, Suite 250

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 46-3862389

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Professional Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See above.

2016 MAY -2 P 4:53

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A (none)

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/10/10

Signed: [signature]

Print Name: Marc S. Wenger

Title: Principal

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.

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
1	Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2	Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3	Adler-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4	Allen, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5	Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6	Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7	Amlot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8	Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9	Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10	Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11	Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12	Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13	Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14	Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15	Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16	Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17	Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18	Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19	Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20	Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21	Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22	Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23	Bertoncini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24	Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25	Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26	Bogaty, Jan B.	58 South Service Road, Suite 250	Melville, NY 11747
27	Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28	Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
29	Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30	Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31	Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32	Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33	Brlton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34	Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35	Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36	Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37	Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38	Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39	Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
40	Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41	Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42	Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43	Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44	Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45	Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
46	Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47	Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48	Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49	Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50	Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51	Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016

	Equity Principals - Jackson Lewis P.C.		
	as of 03/09/2016		
	Name	Address	City, State & Zip
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtian, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Nell H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Duddleston, David J.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402
70	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
71	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
72	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
73	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
74	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
75	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
76	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
77	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
78	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
79	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
80	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
81	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
83	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
84	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
85	Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
86	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
87	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
88	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
89	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
90	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
92	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
93	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
94	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
95	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
97	Helferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
100	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
101	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
102	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
103	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
104	Isiinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
105	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
106	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850	Minneapolis, MN 55402

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
107	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
108	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
109	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
110	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
111	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
112	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
113	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
114	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
115	Kazagils, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
116	Kee, Conrad S.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
117	Kelper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
118	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
119	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
121	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
122	Kirmani, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
123	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
124	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
126	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
127	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
128	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
129	Laurl, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
130	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
131	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
132	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
133	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
134	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
135	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
136	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
137	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
138	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
139	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
140	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
141	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
142	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
143	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
144	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
145	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
146	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
148	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
149	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
150	Melik, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
151	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
152	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
153	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
154	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
156	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
157	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
158	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
159	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219

	Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
	Name	Address	City, State & Zip
160	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
161	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
162	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
163	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
164	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
165	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
166	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
167	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
168	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
169	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
170	Palndiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
171	Palmer, CAry G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
172	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
173	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
174	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
175	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
176	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
177	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
178	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
179	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
180	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
181	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
182	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
184	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
185	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
186	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
187	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
188	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
189	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
190	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
191	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
192	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
193	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
196	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
197	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
198	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
199	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
200	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
201	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
202	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
203	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
204	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
205	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
206	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
207	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
208	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
209	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
210	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
211	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
212	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017

	Equity Principals - Jackson Lewis P.C.		
	as of 03/09/2016		
	Name	Address	City, State & Zip
213	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
214	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
215	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
216	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
217	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
218	Stone, LAwrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
219	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
220	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
221	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
222	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
223	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
224	Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
225	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
226	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
227	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
228	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
229	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
230	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
231	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta , GA 30309
232	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
233	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
234	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
235	Welsbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
236	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
237	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
238	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
239	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
240	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
241	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
242	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
244	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245	Youchah, Elayna J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169

Contract ID#: CQAT16000009

Department: County Attorney

U-42-16

Contract Details

SERVICES: Legal services

NIFS ID #: CQAT16000009 NIFS Entry Date: 02/18/2016 Term: January 1, 2016-December 31, 2016

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: Cecilia Ameranti-Byrne, Esq.	Vendor ID#: [redacted]	Department Contact: Jaclyn Delle
Address: [redacted]	Contact Person: Cecilia Ameranti-Byrne, Esq.	Address: 1 West St. Mineola, New York 11501
	Phone: (516) 270-4067	Phone: (516) 571-3034

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	3/1/16		Yes ☐ No ☐ Not required if blanket resolution
3/10/16	County Attorney	*CA RE&I Verification* ☑	3/10/16		
3/10/16	County Attorney	*CA Approval as to form* ☑	3/10/16		Yes ☒ No ☑
	LEG Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG Rules ☐ / Leg. ☐	☐			
3/10/16	County Attorney	*NIFS Approval* ☑	3/10/16		
	County Comptroller	*NIFS Approval* ☐			
6/31/16	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	6/31/16		

CLERK'S RECEIPT

Contract ID#: COAT16000009

Department: County Attorney

Contract Summary

Description: Original contract
Purpose: This is a new outside counsel contract consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.
Method of Procurement: A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. has submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne has been selected to handle this matter because of her experience, expertise in the subject matter, and availability.
Procurement History: Cecilia Ameranti-Byrne has had previous contracts with the County and is on the RFQ panel.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: $24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,900.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$24,900.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$24,900.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/31/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Cecilia Ameranti-Byrne, Esq. (CQAT16000009)

2. Dollar amount requiring NIFA approval: $ 24,900.00

Amount to be encumbered: $ 24,900.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/2016-12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Due to time sensitivity of services, services commenced prior to full approv

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a new outside counsel contract to provide services consisting of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund. Further, contractor shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

-CQAT15000010, max amount $25,000, encumbered $15,000 on 05/13/2015
-CAAT16000002 (CQAT15000010), advisement to encumber previously authorized but unencumbered amount of $3,000 currently in approval pipeline

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon — 3/3/16

Signature | Title | Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

____ I certify that the bonding for this contract has been approved by NIFA.

____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ.

WHEREAS, the County has negotiated a Special Counsel agreement with Cecilia Ameranti-Byrne, Esq. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said Special Counsel agreement with Cecilia Ameranti-Byrne, Esq.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Cecilia Ameranti-Byrne, Esq. (CQAT16000009)

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Cecilia Ameranti-Byrne, Esq. submitted a proposal in response to the RFQ and has been added to this panel. After a review of the panel, Cecilia Ameranti-Byrne was selected to handle this matter because of her experience, expertise in the subject matter, and availability.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

2/23/16

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/6/2016

Vendor: Cecilia Ameranti-Byrne, ESQ.

Signed: Cecilia Ameranti-Byrne, esq

Print Name: Cecilia Ameranti-Byrne, Esq.

Title: _____

Rev. 12-2015

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Cecilia Ameranti-Byrne, Esq.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address same
   City/state/zip _____
   Telephone _____
   Other present address(es) none
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Sole proprietor

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cecilia Ameranti-Byrne, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of March 2016

Jason Linnick
Notary Public

JASON LINNICK
Notary Public, State of New York
Qualified in Suffolk County
No. 01LI6295394
My Commission Expires 01-06-2018

Law Office of Cecilia Ameranti-Byrne
Name of submitting business

Cecilia Ameranti-Byrne
Print name

Cecilia Ameranti Byrne
Signature

Title

3 / 18 / 2016
Date

BHF (02/2016)

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/18/2016

1) Bidder's/Proposer's Legal Name: Cecilia Ameranti-Burke

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
none

3) Mailing Address (if different): not applicable

Phone : [redacted]

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: not applicable

5) Federal I.D. Number: [redacted]

6) The bidder/proposer is a (check one): ✓ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
NO conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. If a conflict did arise I would immediately contact the County Attorney to discuss how to address it.

Law Office of Cecilia Ameranti-Byrne

[redacted]

Phone: [redacted]

Email: [redacted]

List of Professional Qualifications

-28 years of experience researching, interpreting, counseling on and implementing complex laws, government rules and regulations for the federal government.

-28 years reviewing commercial property appraisals submitted by licensed appraisers for the federal government.

-28 years representing individuals on the purchase and sale of residential property.

-5 years experience as Special Counsel to the Nassau County Attorney's Office working on assessment-related matters, including the Disputed Assessment Fund law.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

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 bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person Susan Mercurio

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company _____

Contact Person Barbara Stark

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

[redacted]

Company _____

Contact Person Linda Collins

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

BHF (02/2016)

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES,

I, Cealia Ameranth Byrne, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of March 2016

Jason Linnick
Notary Public

JASON LINNICK
Notary Public, State of New York
Qualified in Suffolk County
No. 01LI6295394
My Commission Expires 01-06-2018

Name of submitting business: Law Office of Cealia Ameranth Byrne

By: Cealia Ameranth Byrne Print name

Cealia Ameranth Byrne
Signature

Title

3 / 18 / 2016 Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Cecilia Ameranti-Byrne, Esq.

Address: [redacted]

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp sole proprietor Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

just myself

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.

just myself

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

no one

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 1/15/16

Signed: Cecilia Ameranti-Byrne, Esq.

Print Name: Cecilia Ameranti-Byrne, Esq.

Title: _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) [redacted] Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of drafting, researching, counseling, and assisting in the implementation of legislation on any New York State or County initiatives as requested by the Department, including, but not limited to, the disputed assessment fund ("Services"). Further, Counsel shall also provide counsel, as directed by the Department, to the County's Assessment Review Commission Department.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars ($24,900.00) ("Maximum Amount"). Hourly compensation for professional Services rendered by Counsel shall be Two Hundred Dollars ($200.00) for in court and legislative appearances and One Hundred Seventy-five Dollars ($175.00) for Services provided in all other locations.

(2) Any appearance before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services or contains a

detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services, and other legitimate expenses.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms and conditions of Appendix EE, attached hereto and the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action, as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and in accordance with the Lawyers Code of Professional Responsibility. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with the negligent performance or willful misconduct under this Agreement by Counsel or a Counsel Agent, provided, however, that Counsel shall not be responsible for that portion, if any, of a Loss that is directly caused by the negligence of any of the Indemnified Parties.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Counsel is responsible under Section (a) of paragraph 10 of this Agreement, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) Except for claims for death, bodily injury, or damage to tangible property, or claims arising out of or in connection with Counsel's willful misconduct or gross negligence, the liability and costs of Counsel under this Section 10 shall be limited to the Maximum Amount or the amount of Counsel's available insurance proceeds, whichever is greater.

(e) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate; (ii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, provided that in the event Counsel is not required to carry Workers' Compensation Insurance under the New York State Workers' Compensation Law, Counsel may instead provide the County proof of exemption; and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term

of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, (iv) by Counsel, at such time as the "Maximum Amount" as provided in Section 3 hereof has been exceeded and the parties hereto have not agreed to increase the Maximum Amount; and (v) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the County Attorney, at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to Counsel's right to terminate under this subsection. A copy of the notice given to the County Attorney 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 County Attorney.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of

Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the legal work performed in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Nassau County Attorney at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

CECILIA AMERANTI-BYRNE, ESQ.

By: Cecilia Ameranti-Byrne
Name: Cecilia Ameranti-Byrne
Title:
Date: January 16, 2016

NASSAU COUNTY

By:
Name: Carnell Foskey
Title: County Attorney
Date: 2/23/16

NASSAU COUNTY

By:
Name:
Title: County Executive
□ Deputy County Executive
Date:

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ Suffolk)

On the 16th day of January 1/16/16 in the year 2016 before me personally came Cecilia Amerante Byrne to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

BLANCA M PRATE
NOTARY PUBLIC, State of New York
No. 01PR6005206
Qualified in Suffolk County
Commission Expires April 6, 20 18

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 23rd day of February in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of Nassau County, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 20 18

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

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to

the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Cecilia Ameranti-Byrne (Name)

[redacted] (Address)

[redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ___✓___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ___✓___ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 16, 2016
Dated

Cecilia Ameranti-Byrne
Signature of Chief Executive Officer

Cecilia Ameranti-Byrne
Name of Chief Executive Officer

Sworn to before me this
16 day of January, 2016

Notary Public

BLANCA M PRATE
NOTARY PUBLIC, State of New York
No. 01PR6005206
Qualified in Suffolk County
Commission Expires April 6, 2018

FAML6455 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

03/01/2016
4:27 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 03 2016 MAR 2016
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND :
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	15,000	15,000		15,000
	DD	GENERAL EX	627,000	627,000	108,408	518,592
	DE	CONTRACTUA	5,350,000	5,350,000	-1,613,956	6,963,956
		EXP TOTAL	13,903,211	13,903,211	-115,494	14,018,705
		REV - EXP	4,467,447	4,467,447	400,265	-4,067,182

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO12 - NEXT PAGE DISPLAYED

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/01/2016
LINK TO: VENDOR SUMMARY 4:32 PM
ACTIVE
FISCAL MO/YEAR : 03 2016
VENDOR NUMBER : [redacted] CECILIA AMERANTI-BYRNE, ESQ
VENDOR ALPHA : AMERANTI-BYRNE, CECILIA

S VENDOR SUMMARY	MAR 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	.00	13,275.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	.00	103,725.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS			
B/U WITHHOLDING			
B/U WITH PAID			
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

FAML6160 V4.2 NIFS PRODUCTION SYSTEM 03/01/2016
LINK TO: VENDOR SUMMARY 4:31 PM
ACTIVE
FISCAL MO/YEAR : 13 2015
VENDOR NUMBER [redacted]01 CECILIA AMERANTI-BYRNE, ESQ
VENDOR ALPHA : AMERANTI-BYRNE, CECILIA

S VENDOR SUMMARY	ADADJ2015	ANNUAL BALANCE	ALL YEARS BALANCE
ENCUMBRANCES	.00	-4,950.00	13,275.00
RETAINAGES	.00	.00	.00
ACCRUALS	.00	.00	.00
PAYMENTS	.00	19,950.00	103,725.00
CASH RECEIPTS	.00	.00	.00
ACCT RECVABLE	.00	.00	.00
1099 TOTALS	.00	19,950.00	19,950.00
B/U WITHHOLDING	.00	.00	.00
B/U WITH PAID	.00	.00	.00
TX LIEN W/HELD	.00	.00	.00
TAX LIENS PAID	.00	.00	.00
ST BCKUP W/HOLD	.00	.00	.00
ST BU W/H PAID	.00	.00	.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK
G014 - RECORD FOUND

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
E-152-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND THE LAW OFFICES OF ROBERT P. MACCHIA & ASSOCIATES. E-152-16
U-42-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPECIAL COUNSEL CONTRACT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND CECILIA AMERANTI-BYRNE, ESQ. U-42-16
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
E-51-16	**TS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF TRAFFIC SAFETY BOARD AND DANIELLE P. RELLA. E-51-16
E-55-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-55-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-56-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16
E-66-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16
E-120-16	**SS**	**R**	**RESOLUTION NO. -2016** RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC. E-120-16
E-135-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND PANNONE LOPES DEVEREAUX & WEST, LLC. E-135-16
U-16-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C. U-16-16

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE ADDENDUM

JUNE 20, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judith Jacobs
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
E-112-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEWIS JOHS AVALLONE AVILES, LLP. E-112-16

NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue
Mineola, New York

Monday, June 20, 2016
7:10 P.M

A P P E A R A N C E S:

NORMA GONSALVES,
Chairwoman

RICHARD NICOLELLO,
Vice Chairman

DENNIS DUNNE (substituted by
Donald MacKenzie)

HOWARD KOPEL

KEVAN ABRAHAMS,
Ranking

JUDY JACOBS

CARRIE SOLAGES

MICHAEL C. PULITZER,
Clerk of the Legislature

LIST OF SPEAKERS

LISA LOCURTO.....5

JOHN BUDNICK.....16

Rules Committee/6-20-16

CHAIRWOMAN GONSALVES: Everybody on Rules stay in place. It will be very brief. Mr. Pulitzer, please call the roll for the Rules Committee. Legislator MacKenzie is substituting for Dennis Dunne.

CLERK PULITZER: Calling the roll for the Rules Committee. Legislator Carrie Solages?

LEGISLATOR SOLAGES: Here.

CLERK PULITZER: Thank you. Legislator Judith Jacobs?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Minority Leader Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Thank you very much. Alternate Deputy Presiding Officer Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Legislator Donald MacKenzie?

LEGISLATOR MACKENZIE: Here.

CLERK PULITZER: Vice Chairman

Richard Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK PULITZER: Chairwoman Norma Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK PULITZER: We have a quorum.

CHAIRWOMAN GONSALVES: Thank you. Let's move as quickly as possible, E-152, a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the County of Nassau acting on behalf of the Nassau County Attorney's Office and the Law Offices of Robert Macchia & Associates.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

MS. LOCURTO: Lisa Locurto from the County Attorney's Office here to speak on this item. This is an amendment to an

outside counsel contract for representation in areas of law qualified by the County Attorney's Office.

This amendment is to extend the contract for one year and to increase the maximum amount of the contract by $150,000, with an initial encumbrance of $100,000.

The amendment will cover a new assignment to the law firm. The reason this case is being assigned to the firm is because there is a conflict of interest. You'll see the conflict is due that the County Attorney's Office cannot represent a correction officer. The correction officer named in the civil lawsuit has sued the county of Nassau and is currently in an adverse relationship with the county.

However, in the lawsuit that this law firm is being hired for is to defend the correction officer.

He is entitled to a defense and be indemnified and this is the reason why we are assigning this case to counsel.

CHAIRWOMAN GONSALVES: Any

questions of Ms. Locurto?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-152 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Next item U-42, a resolution authorizing the County Executive to execute a special counsel contract between the County of Nassau acting on behalf of the Nassau County Attorney's Office and Cecilia Ameranti Byrne, Esquire.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator MacKenzie.

MS. LOCURTO: Legislators, this is a contract to provide assistance in the

drafting, researching, and counseling in the implementation of legislation on any New York State or county initiative including but not limited to the disputed assessment fund.

Ms. Byrne is also going to provide counsel to the Assessment Review Commission and the Department of Assessment specifically on state legislation and its impact on how the department is supposed to operate.

This contract term is for one year. It is important to note that this contract is for $24,900. Originally it was under $25,000, that was prior to the change in the law that required contracts over $1,000 to come to the Legislature. That's why this contract is coming to you now.

It had been set to be executed in March of 2016, but, with the change of law, all contracts are now coming before the Legislature including this one.

CHAIRWOMAN GONSALVES: Any questions on this contract, U-42?

Rules Committee/6-20-16

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of U-42 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

I need a motion to untable Item E-55.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor of untabling E-55 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is untabled.

E-55 is a resolution affirming to a special counsel contract entered into by the Nassau County Attorney and Wilson, Elser

Rules Committee/6-20-16

Moskowitz, Edelman & Dicker, L.L.P.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

MS. LOCURTO: This contract is a special counsel contract to represent and to bring an affirmative action against the Town of North Hempstead and Concrete Tube for damage done to Nassau County sewage pipe.

This contract is necessary to ensure that the county recover expenses that have currently been expended by the county to repair the sewer system and to insure that either the concrete company and/or the Town of North Hempstead enforces the town codes to ensure that the county does not have this incident happen again.

CHAIRWOMAN GONSALVES: Any comments or questions of Ms. Locurto?

(No verbal response.)

Is there any public comment?

Rules Committee/6-20-16

(No verbal response.)

There being none, all those in favor of E-55 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

There is another item, E-135, a motion to untable.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All those in favor of untabling E-135 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item is untabled.

E-135 is a resolution authorizing the County Executive to execute an amendment to a personal services agreement between the County of Nassau acting on behalf of the Nassau County Attorney's Office and Pannone

Lopes Devereaux & West, L.L.C.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. Ms. Locurto.

MS. LOCURTO: This is the first amendment to a special counsel contract for representation in the areas of law qualified by the department, specifically the areas qualified are for labor and employment law.

This amendment will extend the term of the contract for two years, and will also provide additional funding in the amount of $295,000.

The cases that are being covered include, one of the cases that are being covered is a multi party pro se litigation claiming alleged ADA violations in the correctional facility and that is one of the major reasons why the increase in funding is being requested.

CHAIRWOMAN GONSALVES: Any

questions or comments for Ms. Locurto?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-135 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

We have a motion to suspend the rules because we have one item on an addendum.

Motion, please.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel. All those in favor of suspending the rules, signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The rules are suspended.

Rules Committee/6-20-16

The item before us is E-112, a resolution affirming to an amendment to a special counsel contract entered into by the Nassau County Attorney and Lewis, Johs, Avallone, Aviles, L.L.P.

Motion, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR MACKENZIE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator MacKenzie. What can you tell us?

MS. LOCURTO: Sure. This is an amendment to an existing outside counsel contract. It is for representation of the Nassau County Police Department and the County of Nassau in the matter of Rochester versus Nassau County Police Department and certain police officers.

This case must go to outside counsel due to a conflict in representing all the named parties, at the same time as there are adverse positions to certain named county defendants. Wilson Elser is representing a police officer, Monfort Healy

is representing another police officer, and Lewis Johs, the contract your voting on today is specifically representing the County of Nassau and Nassau County PD.

CHAIRWOMAN GONSALVES: Any questions of Ms. Locurto on this item?

(No verbal response.)

Is there any public comment?

(No verbal response.)

There being none, all those in favor of E-112 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

A motion to adjourn.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello. All in favor signify by saying aye.

(Aye.)

Any opposed?

Rules Committee/6-20-16

(No verbal response.)

The Rules Committee is adjourned. Come on.

MR. BUDNICK: One is Hempstead Harbor Beach. The Town of North Hempstead is allowed the Northern portion of it to become used as a commercial bus terminal.

There's a violation of the agreement that the county when it passed the property and the State Legislature approved it. And there is a reverter clause that I would suggest be considered to be investigated as to whether it should be done, because it's also violating my right, your right, everybody else's right to use that portion of the beach.

Also the town has failed and neglected to repair the beach, although they say they are going to some time soon, so I leave it to them.

Topic House, it was let go. Nobody tried to stop the eviction a number of years ago.

We are having an uncountable

number of young people getting into overdoses that will be more dead except for the Narcan program and other programs, thank God.

But there is a need, especially for young people. And there is an insurance problem, and we need a place like Topic House again desperately because people are dying.

Also consideration may wish to be given to the reinstitution of the criminal justice coordinating counsel to attempt to coordinate all the various activities of all the county departments in obtaining a grant for them.

I noticed at a prior meeting not too long ago that there was a resolution to accept a grant for Mother's Against Drunk Driving for the District Attorney's Office. Doesn't anybody in the District Attorney's Office realize, they have these people from Mother's Against Drunk Driving coming in to court to advocate certain things with regard to certain defendants. They have an

inherent conflict of interest that is severe there, and rather than stopping the funding, it were put through another agency, such as the Criminal Justice Coordinating Council, as they used to be many years ago, that would at least alleviate that problem.

I won't talk about it any further because you guys have had a very long day. Good bless you. Thank you for putting up with me. Have a nice evening. I hope everybody has a good holiday.

LEGISLATOR JACOBS: Number one, have you gone to North Hempstead to explain your concerns?

MR. BUDNICK: I'm considering this a private conversation.

LEGISLATOR JACOBS: No, it's not private. It's on the record.

But my point to you is, why don't you send a letter to one of us or all of us or to North Hempstead itself?

MR. BUDNICK: I have, and the person I sent the letter on the town legislature was Ms. DeRiggi-Whitton because

it falls within her district and a copy to the clerk.

I have been to the Town of North Hempstead meetings several times and I've also filed a complaint with the New York State Attorney General's Office.

LEGISLATOR JACOBS: Okay. My second thing was this, there were many people on this Legislature on both sides of the aisle that fought the closing of Topic House, but that was at a time that money was not here and it fell on deaf ears.

MR. BUDNICK: I understand. God bless you. And we're having a much worse time now. All right? And we need to do what we can as we can, and we might be able to do it all with Medicaid Medicare money. I don't know, but it has to be studied and considered because we need to have less people dying in this county any way we can do it.

LEGISLATOR JACOBS: I agree. Thank you.

MR. BUDNICK: God bless you all,

one and all.

(Whereupon, the Rules Committee adjourned at 7:28 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2016.

_____

FRANK GRAY