



E-37-17

**Contract Details**

SERVICES: Special Counsel

NIFS ID #: CQAT17000004

NIFS Entry Date: 3/28/2017 Term: Effective date -- 5 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

**Agency Information**

Vendor		County Department
Name Orrick, Herrington & Sutcliffe LLP	Vendor ID# 942952627	Department Contact Jaclyn Delle
Address 51 West 52 <sup>nd</sup> Street New York, New York 10019	Contact Person Thomas E. Myers, Esq.	Address 1 West Street Mineola, New York 11501
	Phone (212) 506-5212	Phone (516) 571-3034

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>Cooper</i>	
4/5/17	OMB	NIFS Approval <input checked="" type="checkbox"/>	4/5/17	<i>Mr. White</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	4/23/17	<i>Salcedo</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/2/17	<i>Salcedo</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
5/23/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/23/17	<i>Alvarez</i>	



## Contract Summary

<b>Description:</b> New outside counsel contract.
<b>Purpose:</b> This is a contract for Bond Counsel services.
<b>Method of Procurement:</b> On June 23, 2016, the County received proposals from ten (10) firms in response to the County's Request for Proposals for Bond Counsel Services. Of the ten proposers, four were interviewed by members of the County Attorney's Office, the County Treasurer's Office, and the Office of Management and Budget. Counsel was selected as a result of this process. Counsel has also previously contracted with the County..
<b>Procurement History:</b> New contract. Please see method of procurement above.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$.01 (contingency fee)
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

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

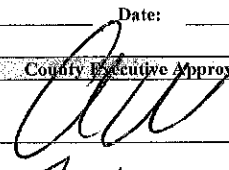
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ .01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

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

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 5/22/17
Date	Date	(For Office Use Only)
		<b>E #:</b>



## Nassau County Interim Finance Authority

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

1. Vendor: Orrick, Herrington & Sutcliffe LLP (CQAT17000004)

2. Dollar amount requiring NIFA approval: \$ .01 (contingency fee)

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: Effective date - 5 years

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal % \_\_\_\_\_  
☐ Other 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 outside counsel contract for Bond counsel services.

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.

Roseanna Della 4/14/17  
Signature Title Date

\_\_\_\_\_  
Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY'S OFFICE, AND ORRICK, HERRINGTON &  
SUTCLIFFE LLP

WHEREAS, the County has negotiated a personal services agreement  
with Orrick, Herrington & Sutcliffe LLP to provide bond counsel services, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Orrick, Herrington & Sutcliffe 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:** Orrick, Herrington & Sutcliffe LLP (CQAT17000004)

**CONTRACTOR ADDRESS:** 51 West 52<sup>nd</sup> Street, New York, New York 10019

**FEDERAL TAX ID #:** 942952627

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

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

**II. X The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on June 2, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, the NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 23, 2016. Ten (10) proposals were received and evaluated. The evaluation committee consisted of: Steven Conkling, Office of Management and Budget; Jaclyn Delle, Office of the County Attorney; Conal Denion, Office of the County Attorney; Beaumont Jefferson, County Treasurer; and Lisa A. LoCurto, Office of the County Attorney. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

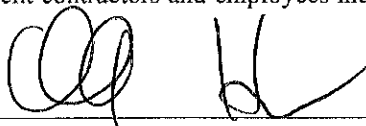
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

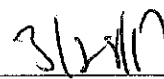
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**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?

\$2,500 Friends of Ed Mangano

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

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

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

Dated:

1/13/17

Vendor:

Orrick, Herrington & Sutcliffe LLP

Signed:

[Signature]

Print Name:

Thomas E. Myers

Title:

Partner

# 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 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Eileen B. Heitzler  
Date of birth     /    /      
Home address Confidential  
City/state/zip                           
Business address 51 West 52nd Street  
City/state/zip New York, New York 10019-6142  
Telephone 212-506-5235  
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 XX NO      If Yes, provide details. All equity partners have an equity interest in the firm  
  
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 X NO      If Yes, provide details. All equity partners have an equity interest in the firm  
  
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO X; If Yes, provide details.  
  
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES      NO XX 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 XX 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 XX 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 XX 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 XX 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 XX If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO XX If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO XX 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 XX 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 XX 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 XX 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 XX 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 XX 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 XX 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 XX 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, Eileen B. Heitzler, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of March 2017



Notary Public

ELIZABETH SOLANO  
Notary Public, State of New York  
No. 01JO4973240  
Qualified in Kings County  
Certificate Filed in New York County 18  
Commission Expires October 15, 2018

Derrick, Herrington - Subcl. LLC  
Name of submitting business

Eileen B. Heitzler  
Print name

E B Heitzler  
Signature

Partner  
Title

3 / 20 / 17  
Date

### Business History Form

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

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

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

Date: June 21, 2016 March 20, 2017

1) Proposer's Legal Name: Orrick, Herrington & Sutcliffe LLP

2) Address of Place of Business: 51 West 52nd Street New York NY 10019-6142

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone : 212-506-5000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 071870661

5) Federal I.D. Number: 94-2952627

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership XX Corporation \_\_\_\_\_  
Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes XX No \_\_\_\_\_ If Yes, please provide details: Orrick shares space and equipment with its related entities. Please see attached listing of related entities

8) Does this business control one or more other businesses? Yes XX No \_\_\_\_\_ If Yes, please provide details: Please see attached listing of related entities

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: Orrick is a limited liability partnership and is controlled by its partners and no other business

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 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). \_\_\_\_\_

11) Has the 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 XX If Yes, provide details for each such investigation. Orrick makes this response on behalf of itself, its officers and directors and not on behalf of any individual partner, attorney, or other employee

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 XX If Yes, provide details for each such investigation. Orrick makes this response on behalf of itself, its officers and directors and not on behalf of any individual partner, attorney or other employee

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 XX If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? Yes \_\_\_\_ No XX 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 XX 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 XX 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 XX 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 XX No    If Yes, provide details for each such instance.  
From time to time our attorneys have had their professional licensed temporarily suspended for failure to pay bar dues.

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 XX 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. Orrick and a related entity have currently been assessed in two of the jurisdictions in which we practice, an alleged tax liability. Orrick has challenged these assessments.

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 the County.

No to the best of our knowledge

(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 the County.

None to the best of our knowledge

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.

Orrick has a detailed written conflicts policy that all attorneys must follow in accepting any new client representation. For confidentiality reasons, it is against our firm policy to provide third parties with a written copy of our detailed policy outlining the specifics of our conflicts checking procedures. In summary, Orrick's procedures for accepting new matters require all lawyers to notify the firms' conflicts department before opening a new matter.



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: Please see attached

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. Orrick has been in business for over 150 years.

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

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

Company County of Onondaga

Contact Person Steven Morgan, Chief Fiscal Officer

Address John J. Mulroy Civic Center 421 Montgomery Street

City/State Syracuse, NY 13202-2998

Telephone 315-435-3346

Fax # 315-435-3439

E-Mail Address stevenmorgan@ongov.net

\_\_\_\_\_

Company Broome County  
Contact Person Marie F. Kalka, Director of the Office of Management and Budget  
Address County Office Building 44 Hawley Street Government Plaza  
City/State Binghamton, NY 13902  
Telephone 607-778-2467  
Fax # 607-778-2044  
E-Mail Address mkalka@co.broome.ny.us

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Company Monroe County  
Contact Person Robert Franklin, Director of Finance-Chief Financial Officer  
Address 402 County Office Building  
City/State Rochester, NY 14614  
Telephone 585-753-1157  
Fax # 585-753-1133  
E-Mail Address robertfranklin@monroecounty.gov

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.

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

Sworn to before me this 20<sup>th</sup> day of March 2017

Elizabeth Solano

Notary Public

ELIZABETH SOLANO  
Notary Public, State of New York  
No. 01JO4973240  
Qualified in Kings County  
Certificate Filed in New York County 18  
Commission Expires October 15, 20

Name of submitting business: Orrick, Herrington & Sutcliffe LLP

By: Thomas E Myers  
Print name

Thomas E Myers  
Signature

Partner  
Title

03 / 20 / 2017  
Date

## **Supplement to Appendix C Business History Form**

- A. Include a resume of detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior or 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;**

Orrick traces its history back to 1863 and the firm has been doing business as Orrick, Herrington & Sutcliffe LLP (a limited liability partnership organized under the laws of the state of California) since 1996.

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

See attached listing of partner names. The addresses of the firm's partners are confidential.

**iii) Name address and position of all officers and directors of the company.**

Please see attached listing of firm leadership.

**iv) State of incorporation if applicable;**

Not applicable, Orrick is not a corporation.

**v) The number of employees in the firm;**

As of June 21, 2016, there are currently 2,744 people employed by Orrick.

**vi) Annual revenue of the firm;**

Our firm has long recognized that our financial health matters to our clients and impacts our ability to deliver client service and invest for the future, and we are committed to maintaining one of the strongest balance sheets in the legal industry. We are recognized by three of the leading industry watchers – Citigroup Law Firm Banking Group, Wells Fargo's Law Firm Banking Group and PricewaterhouseCoopers – to be among the healthiest U.S.-origin law firms.

We consistently look for opportunities to conserve financial resources and limit borrowing, including cost-savings initiatives, judicious use of bank lines of credit, renegotiations of long-term leases, and negotiating favorable office renovation and build-out terms. For example, most of the firm's support functions are located at our Global Operations Center in Wheeling, West Virginia, which has a substantially lower cost structure than the major metropolitan areas.

Our \$913 million in 2015 revenue was derived from a diverse group of more than 20 practice groups, almost evenly split between transactional and litigation practices and with approximately 25% of revenue generated outside of the United States. No individual office

represents more than 25% of revenue, no individual practice group represents more than 16% of revenue, and no single client represents more than 4 % percent of our revenue.

PricewaterhouseCoopers LLP, our auditors, issued a clean financial opinion for the firm for its 2015 fiscal year.

**vii) Summary of relevant accomplishments**

Please refer to Appendix B.

**vii) Copies of all state and local licenses and permits**

All members of Orrick's proposed team of public finance and public finance tax attorneys are members in good standing of the New York State bar.

**B. Indicate the number of years in business**

Orrick has been in business for over 150 years.

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

Orrick has maintained a substantial practice in the area of public finance for over 100 years. Orrick has been the premier bond counsel firm throughout that period, and has been ranked first in the country as bond counsel and as underwriters counsel for most of the last two decades. Nationally, during 2015, we again ranked number one in the country as bond counsel, serving on 390 issues aggregating more than \$38 billion with a market share of 10.1%, and number one as disclosure counsel serving on 131 issues aggregating more than \$26.33 billion with a market share of 19.7%. Orrick was also ranked as the number 7 underwriter's counsel firm, serving on 112 transactions aggregating more than \$8.6 billion with a market share of 2.3%.

**Orrick, Herrington & Sutcliffe LLP**  
**2016 Related Entities**

1. Orrick, Herrington & Sutcliffe (Europe) LLP, a United Kingdom limited liability partnership domesticated in Delaware
2. Orrick, Herrington & Sutcliffe SAS, a French corporate entity
3. Orrick, Herrington & Sutcliffe MNP, a multinational partnership domesticated in Delaware (in process of being dissolved)
4. Orrick, Herrington & Sutcliffe – *Studio Legale Associato* and [Named Members], an Italian *Associazione Professionale*
5. Orrick, Herrington & Sutcliffe Limited, a UK private limited company
6. OHS Secretaries Limited, a UK private limited company
7. OHS Nominees Limited, a UK private limited company
8. Orrick (CIS) LLC, a Delaware limited liability company
9. OHS Moscow Partners, LLC, a Delaware limited liability company
10. Orrick Tokyo Law Offices, a joint venture between Orrick Tokyo Law Offices and the Firm
11. Orrick Foreign Legal Affairs Attorneys-at-Law, a foreign legal affairs partnership existing under the laws of the Republic of China
12. Orrick, Herrington, & Sutcliffe, a Hong Kong partnership
13. Orrick-RCI (Cote d'Ivoire trade name used by an affiliate office)
14. BLX Group LLC (formerly known as Bond Logistix LLC), a Delaware limited liability company
15. BLX Acquisition Corporation, a Delaware corporation
16. Fund Services Advisors, Inc., a California corporation
17. Orrick Global Operations LLC (inactive)
18. Verbatim LLC, a Delaware limited liability company

19. The Orrick, Herrington & Sutcliffe Foundation, a registered Section 501(c)(3) public charity
20. Orrick Investments 2000 LLC
21. Orrick Investments 2001 LLC
22. Orrick Investments 2002 LLC
23. Orrick Investments 2003 LLC
24. Orrick Investments 2004 LLC
25. Orrick Investments 2005 LLC
26. Orrick Investments 2006 LLC
27. Orrick Investments 2007 LLC
28. Orrick Investments 2008 LLC
29. Orrick Investments 2009 LLC
30. Orrick Investments 2010 LLC
31. Orrick Investments 2011 LLC
32. Orrick Investments 2012 LLC
33. Foundry Square Investors – XIII, LLC
34. Foundry Square Investors – XIV, LLC
35. Foundry Square Investors – XV, LLC
36. Foundry Square Investors – XVI, LLC

## Board

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Pascal Agboyibor  
(FR) 177-7520



John V. Bautista  
(SV) 178-7662



Alan G. Benjamin  
(LA) 152-2431



Peter A. Bicks  
(NY) 169-3742



Eileen B. Heitzler  
(NY) 169-5235



Annette L. Hurst  
(SF) 173-4585



Barry S. Levin  
(SF) 173-4565



Daniel A. Mathews  
(NY) 169-5050



Palizio Messina  
(RO) 176-3998



Christina Guerola  
Sarchio  
(DC) 132-8687



Mitchell Zuklie  
(SV) 178-7649



## Management Committee

---



Alan G. Benjamin  
(LA) 152-2431



Walter F. Brown  
(SF) 173-5995



Eileen B. Heitzler  
Lead Director  
(NY) 169-5235



Lynne C. Hermle  
(SV) 178-7422



Anne O'Neill  
(LN) 158-4846



James L. Stengel  
(NY) 169-3775



Michael D. Torpey  
(SF) 173-5932



Mitchell Zuklie  
(SV) 178-7649

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Achard, Arnould</u>	Banking & Finance	Partner	PR
<u>Afanasyeva, Larisa</u>	M&A and Private Equity	Partner	MW
<u>Agboyibor, Pascal</u>	Energy and Infrastructure	Partner	PR
<u>Alderman, William F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7110
<u>Altarescu, Howard S.</u>	Finance General	Partner	NY / 21.52
<u>Ansbro, John</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.65
<u>Archer, Matthew R.</u>	Energy and Infrastructure	Partner	HN
<u>Ashley, Stephen C.</u>	Capital Markets	Partner	NY / 16.28
<u>Atkinson, Shawn</u>	Technology Companies Group	Partner	LN
<u>Austin, Christopher</u>	Capital Markets	Partner	NY / 16.05
<u>Ayre, Jonathan</u>	Energy and Infrastructure	Partner	HN
<u>Azmi, Danl</u>	Finance General	Partner	LN
<u>Banuelos, Julianio</u>	Compensation and Benefits	Partner	SF / 9672
<u>Barbiere, Janet A.</u>	Structured Finance	Partner	NY / 21.64
<u>Batts, Ed</u>	M&A and Private Equity	Partner	SV / 1040-243
<u>Bautista, John V.</u>	Technology Companies Group	Partner	SV / 1040-252
<u>Beasley, Duane K.</u>	Structured Finance	Partner	LA / LA2-110
<u>Becker, Lily</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7672
<u>Becking, Laura L.</u>	Compensation and Benefits	Partner	NY / 15.64
<u>Benard, Emmanuel</u>	Employment Law	Partner	PR
<u>Benjamin, Alan G.</u>	Banking & Finance	Partner	LA / LA2-102
<u>Benson, Robert J.</u>	Intellectual Property	Partner	OC / 1137
<u>Berman, Andrew R.</u>	Real Estate	Partner	NY / 21.32
<u>Bernard, Olivier</u>	Structured Finance	Partner	PR
<u>Bicks, Peter A.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.57
<u>Blair, Penelope A. Graboys</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7658
<u>Bolding, Grady M.</u>	Tax	Partner	SF / 8178
<u>Bothwell, Bill W.</u>	Public Finance	Partner	LA / LA1-112
<u>Boursican, Etienne</u>	M&A and Private Equity	Partner	PR
<u>Brennan, Devin</u>	Public Finance	Partner	SF / 9188
<u>Brewer, Todd</u>	Public Finance	Partner	HN
<u>Broderick, Christopher P.</u>	Intellectual Property	Partner	LA / LA1-118

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Brown, Walter F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7630 ; LA3-121 ; SV/1020-1038
<u>Calkins, Dustin C.</u>	Real Estate	Partner	SF / 9138
<u>Calvaruso, Joseph A.</u>	Intellectual Property	Partner	NY / 13.44
<u>Cardall, Charles C.</u>	Tax	Partner	SF / 8558
<u>Case, David Evan</u>	Intellectual Property	Partner	TK
<u>Chachkes, Alex V.</u>	Intellectual Property	Partner	NY / 13.27
<u>Champy, Jean-Luc</u>	Energy and Infrastructure	Partner	PR
<u>Chan, June</u>	Capital Markets	Partner	HK
<u>Chang, Ya-Chiao</u>	Intellectual Property	Partner	TP
<u>Chatterjee, I. Neel</u>	Intellectual Property	Partner	SV / 1000-2002
<u>Chen, Nancy</u>	Technology Companies Group	Partner	SV / 1040-116
<u>Cheung, Connie</u>	M&A and Private Equity	Partner	HK
<u>Cheung, Keith</u>	Capital Markets	Partner	HK
<u>Chirls, Richard</u>	Tax	Partner	NY / 15.23
<u>Cichostepski, Benjamin</u>	Technology Companies Group	Partner	PR
<u>Clark, Harry L.</u>	M&A and Private Equity	Partner	DC / 1217
<u>Clark-Herrera, Eugene H.</u>	Public Finance	Partner	SF / 9660
<u>Cohen, Russell P.</u>	Antitrust & Competition	Partner	SF / 8626
<u>Cohn, Peter</u>	Technology Companies Group	Partner	SV / 1040-226
<u>Coll Jr., J. Peter</u>	Complex Litigation and Dispute Resolution	Partner	NY / 13.59
<u>Collins, Mary A.</u>	Public Finance	Partner	SF / 9610
<u>Connell, Erin M.</u>	Employment Law	Partner	SF / 7178
<u>Connors, Peter J.</u>	Tax	Partner	NY / 16.50
<u>Cook, John P.</u>	M&A and Private Equity	Partner	SF / 8170
<u>Cooper, Brett</u>	Capital Markets	Partner	SF / 8130
<u>Cooper, Justin S.</u>	Public Finance	Partner	SF / 9638 ; SC/2905
<u>Corkran, Kelsi Brown</u>	Supreme Court and Appellate	Partner	DC / 14.37
<u>Criddle, Dean E.</u>	Tax	Partner	SF / 9192
<u>Crosby, Michael</u>	Banking & Finance	Partner	LN
<u>Crost, Katharine I.</u>	Structured Finance	Partner	NY / 21.27
<u>Cullen, William J.</u>	Structured Finance	Partner	NY / 21.56
<u>Damrell, Lauri A.</u>	Employment Law	Partner	SC / 2908
<u>Dassooff, Glenn</u>	Complex Litigation and Dispute Resolution	Partner	OC
<u>D'Aversa, Raniero</u>	Restructuring	Partner	NY / 16.57

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Davies, Mark S.</u>	Supreme Court and Appellate	Partner	DC / 1008
<u>Davis, Pamela R.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7610
<u>Davis, Roger L.</u>	Public Finance	Partner	SF / 9630 ; NY/15.24
<u>de Blank, Bas</u>	Intellectual Property	Partner	SV / 1000-2078
<u>de Feydeau, Amaury</u>	Banking & Finance	Partner	PR
<u>de Marigny, Barbara Spudis</u>	Tax	Partner	HN
<u>de Moÿ, Diane</u>	Banking & Finance	Partner	PR
<u>De Nicola, Alessandro</u>	M&A and Private Equity	Partner	ML / A3
<u>Deacon, John</u>	Energy and Infrastructure	Partner	LN
<u>Deitz, Marcus</u>	Public Finance	Partner	HN
<u>Delikat, Mike</u>	Employment Law	Partner	NY / 14.42
<u>Dell'Antonia, Marco</u>	M&A and Private Equity	Partner	ML / A7
<u>DeLucia, Richard L.</u>	Intellectual Property	Partner	NY / 13.62
<u>Dempsey, Karen</u>	Capital Markets	Partner	SF / 8672
<u>Denny, Ed</u>	Tax	Partner	LN
<u>Dentoni-Litta, Annalisa</u>	Structured Finance	Partner	RO
<u>Denye, Andrew</u>	Real Estate	Partner	LN
<u>Dominguez Sotomayor, Rodrigo</u>	M&A and Private Equity	Partner	HN
<u>Drefke, Kyle W.</u>	Energy and Infrastructure	Partner	DC / 1223
<u>Dubin, Morton Donald</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.27
<u>Dunne, Daniel J.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Duys, Oliver</u>	M&A and Private Equity	Partner	DF
<u>Echtman, Elyse D.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 13.28
<u>Ellisen, E. Patrick</u>	Intellectual Property	Partner	SV / 1000-2081
<u>Elsing, Siegfried H.</u>	International Arbitration	Partner	DF
<u>Essombert, Jean Jacques</u>	Banking & Finance	Partner	PR
<u>Ewald, John L.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.64
<u>Faulhaber, Karsten</u>	International Arbitration	Partner	DF
<u>Feeman, Vickie L.</u>	Intellectual Property	Partner	SV / 1000-2060
<u>Field, Donald S.</u>	Public Finance	Partner	OC / 1139 ; LA1-105
<u>Fink, Steven J.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.60

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Finley, Zachary S.</u>	Banking & Finance	Partner	SF / 9174
<u>Flaherty, Jason D.</u>	Compensation and Benefits	Partner	SF / 9668
<u>Foresta, Stephen G.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.42
<u>Fournier, Kristen R.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.13
<u>Frangeskides, Maria</u>	Complex Litigation and Dispute Resolution	Partner	LN
<u>Frost, Claudia Wilson</u>	Intellectual Property	Partner	HN
<u>Galton, Amanda</u>	Technology Companies Group	Partner	SF / 8660
<u>Galvan, Rafael I.</u>	Energy and Infrastructure	Partner	NY / 22.44
<u>Gardner, Elizabeth A.</u>	Intellectual Property	Partner	NY / 13.67
<u>Gathright, Bradford</u>	Energy and Infrastructure	Partner	HN
<u>George, Nicholas</u>	Energy and Infrastructure	Partner	PR
<u>Giannesi, Gianrico</u>	Structured Finance	Partner	RO
<u>Gladbach, Christopher</u>	Energy and Infrastructure	Partner	DC / 1214
<u>Glascock, Thomas B.</u>	Energy and Infrastructure	Partner	SF / 9106
<u>Glymph, Darrin L.</u>	Public Finance	Partner	DC / 1017
<u>Goe, Douglas E.</u>	Public Finance	Partner	PO
<u>Golden, Nell</u>	Energy and Infrastructure	Partner	DC / 1119
<u>Goldman, Beth M.</u>	Intellectual Property	Partner	SF / 7942
<u>Goldstein, David M.</u>	Antitrust & Competition	Partner	SF / 8618
<u>Goldstein, Richard S.</u>	Antitrust & Competition	Partner	NY / 15.46
<u>Golshani, Saam</u>	M&A and Private Equity	Partner	PR
<u>Goo, Valerie M.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-101
<u>Goodfriend, Douglas E.</u>	Public Finance	Partner	NY / 15.28
<u>Goss, Kent B.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-102
<u>Graham, Colin</u>	Energy and Infrastructure	Partner	LN
<u>Greenberg, Elaine</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1124 ; NY/1413
<u>Greulich, Sven</u>	M&A and Private Equity	Partner	DF
<u>Grew, Christopher A.</u>	Technology Companies Group	Partner	LN
<u>Grossman, Marshall B.</u>	Complex Litigation and Dispute Resolution	Partner	LA
<u>Gubarev, Dmitry</u>	Banking & Finance	Partner	MW
<u>Guha, Anik</u>	Technology Companies Group	Partner	SF / 8638
<u>Guillot-Bouhours, Christine</u>	Employment Law	Partner	PR

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Guy, Jonathan P.</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1244
<u>Haag, Melinda</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7634
<u>Hacohen, Tal</u>	M&A and Private Equity	Partner	NY / 16.60
<u>Haft, William S.</u>	Banking & Finance	Partner	NY / 21.02
<u>Haimes, Burton K.</u>	M&A and Private Equity	Partner	NY / 16.07
<u>Hairston, Eric Matthew</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7192
<u>Halper, Jason M.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 14.05
<u>Halperin, David</u>	M&A and Private Equity	Partner	HK
<u>Harrington, Greg</u>	Public Finance	Partner	LA / LA1-107
<u>Harrison, Stacy W.</u>	Complex Litigation and Dispute Resolution	Partner	LA
<u>Haviland, Sam Z.</u>	M&A and Private Equity	Partner	SE
<u>Haworth, Michael T.</u>	Real Estate	Partner	NY / 21.09
<u>Heibel, Gregory W.</u>	Technology Companies Group	Partner	SV / 1040-248
<u>Heitmann, Konstantin</u>	M&A and Private Equity	Partner	DF
<u>Heitzler, Eileen B.</u>	Public Finance	Partner	NY / 15.07
<u>Hellman, Dolph</u>	M&A and Private Equity	Partner	SF / 9664
<u>Henrich, Kerstin</u>	M&A and Private Equity	Partner	DF
<u>Hermle, Lynne C.</u>	Employment Law	Partner	SV / 1020-1028
<u>Herzinger, Kenneth</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7662
<u>Higgins, Tara A.</u>	Energy and Infrastructure	Partner	NY / 22.38
<u>Holden Jr., Frederick D.</u>	Restructuring	Partner	SF / 7130
<u>Holzborn, Timo</u>	Capital Markets	Partner	MU
<u>Hoo, Maurice</u>	M&A and Private Equity	Partner	HK
<u>Horrocks, Madeleine</u>	Structured Finance	Partner	ML
<u>Howard, Martin B.</u>	Structured Finance	Partner	LA / LA2-111
<u>Humphrey, George</u>	Energy and Infrastructure	Partner	HN
<u>Humphries, Edward</u>	Energy and Infrastructure	Partner	LN
<u>Hurst, Annette L.</u>	Intellectual Property	Partner	SF / 7908
<u>Hyatt, Townsend</u>	Public Finance	Partner	PO
<u>Ino, Yuko</u>	Real Estate	Partner	TK
<u>Isackson, Robert M.</u>	Intellectual Property	Partner	NY / 13.52
<u>Iyama, Scott M.</u>	Technology Companies Group	Partner	SV / 1040-206

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Jackson, Stephen J.</u>	Tax	Partner	PR / 16.54
<u>Jacobsen, Richard A.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.39
<u>Jacobson, William B.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1044
<u>Jaeger, Laurent</u>	International Arbitration	Partner	PR
<u>Janes, Alexander</u>	Energy and Infrastructure	Partner	LN
<u>Jensen, Sten</u>	Intellectual Property	Partner	DC / 1019
<u>Jensen, Travis</u>	Intellectual Property	Partner	SV / 1000-2040
<u>John, Giji</u>	Energy and Infrastructure	Partner	HN
<u>Johnson, Edward S.</u>	M&A and Private Equity	Partner	TK
<u>Johnson, Jeffrey</u>	Intellectual Property	Partner	HN
<u>Johnson-McKewan, Karen G.</u>	Intellectual Property	Partner	SF / 7928
<u>Jurata, Jay</u>	Antitrust & Competition	Partner	DC / 1132
<u>Kanabe, George L.</u>	Intellectual Property	Partner	SF / 7924 / SV 2056
<u>Kane, Larry</u>	Technology Companies Group	Partner	SF / 8134
<u>Kaplan, Charles</u>	International Arbitration	Partner	PR
<u>Katayama, Yoichi</u>	Energy and Infrastructure	Partner	TK
<u>Keller, Don</u>	Technology Companies Group	Partner	SV / 1040-110
<u>Kensicher, Hervé</u>	Banking & Finance	Partner	PR
<u>Kerfant, Anne-Sophie</u>	Tax	Partner	PR
<u>Kim, Antony P.</u>	Antitrust & Competition	Partner	DC / 1149
<u>Knoll, Alan M.</u>	Structured Finance	Partner	NY / 21.44
<u>Knox, John H.</u>	Public Finance	Partner	SF / 9414
<u>Kramer, James N.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7626
<u>Kriebel, Keith W.</u>	Energy and Infrastructure	Partner	DC
<u>Kroll, Konstantin J.</u>	M&A and Private Equity	Partner	MW
<u>Kudon, Jeremy</u>	Public Policy	Partner	NY / 13.05
<u>Lahnborg, Douglas</u>	Antitrust & Competition	Partner	LN
<u>Lalance, Frederic</u>	Complex Litigation and Dispute Resolution	Partner	PR
<u>Lallemant, Marine</u>	Complex Litigation and Dispute Resolution	Partner	PR
<u>Lamb, Peter M.</u>	Technology Companies Group	Partner	PO / 1040-243
<u>Larsen, Cynthia J.</u>	Complex Litigation and Dispute Resolution	Partner	SC / 3021
<u>Lawson, Matthew D.</u>	Complex Litigation and Dispute Resolution	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Lee, Young J.</u>	Energy and Infrastructure	Partner	NY / 22.30
<u>Lepage, Yves</u>	Energy and Infrastructure	Partner	PR
<u>Lepretre, Jean-Michel</u>	M&A and Private Equity	Partner	PR
<u>LeQuang, Khai</u>	Complex Litigation and Dispute Resolution	Partner	OC / 1119
<u>Levin, Barry S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7126 ; NY/14.07
<u>Lewis, Mathew Evan</u>	Capital Markets	Partner	BG
<u>Liborio, Vanessa</u>	International Arbitration	Partner	GV
<u>Liburt, Joseph C.</u>	Employment Law	Partner	SV / 1020-1031
<u>Liever, Michael H.</u>	Real Estate	Partner	SF / 9170
<u>Linn, Courtney J.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2912
<u>Liu, Louise L.</u>	Capital Markets	Registered Foreign Lawyer	HK
<u>Livingston, Andrew R.</u>	Employment Law	Partner	SF / 7162
<u>Loeb, Robert</u>	Supreme Court and Appellate	Partner	DC / 1049
<u>Long, Timothy J.</u>	Employment Law	Partner	SC / 2917 ; LA/3212
<u>Lopez, Jonathan E.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1109
<u>Louie, Betty L.</u>	M&A and Private Equity	Partner	RO
<u>Luk, Edwin</u>	Capital Markets	Partner	HK
<u>Luskey, Randy</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7414
<u>Lyon, Carl F.</u>	Energy and Infrastructure	Partner	NY / 22.08
<u>Ma, Yufeng (Ethan)</u>	Intellectual Property	Partner	SH
<u>MacKerron, John A.</u>	Structured Finance	Partner	NY / 21.62
<u>Magan, Jenna</u>	Public Finance	Partner	SC / 3006
<u>Mainardi, Alessandro</u>	Tax	Partner	ML / A4
<u>Malvey, Steven C.</u>	Tax	Partner	SF / 8642
<u>Margolis, Brian B.</u>	Capital Markets	Partner	NY / 16.27
<u>Marraud des Grottes, Alexis</u>	Capital Markets	Partner	PR
<u>Marshall, Torsten M.</u>	Energy and Infrastructure	Partner	NY / 22.31
<u>Martel, Jean-Pierre</u>	M&A and Private Equity	Partner	PR
<u>Martinelli, Richard F.</u>	Intellectual Property	Partner	NY / 13.48
<u>Martorana, Cristina</u>	Energy and Infrastructure	Partner	ML
<u>Mathews, Daniel A.</u>	Energy and Infrastructure	Partner	NY / 22.24
<u>Mathews, Nikiforos</u>	Structured Finance	Partner	NY / 21.31
<u>Mattel, Andrew</u>	Banking & Finance	Partner	NY / 21.34



<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Mazzilli, Attilio</u>	M&A and Private Equity	Partner	ML
<u>McAndrews, Michael A.</u>	Real Estate	Partner	LA / LA2-133
<u>McCarthy, Christine A.</u>	Technology Companies Group	Partner	SV / 1040-107
<u>McConville, Thomas S.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	OC / 1118
<u>McGowen, Lorraine S.</u>	Restructuring	Partner	NY / 16.42
<u>McKenna, Rob</u>	Public Policy	Partner	SE
<u>McQuade, James H.</u>	Employment Law	Partner	NY / 14.45
<u>Mermelstein, Mark</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA3-127
<u>Messina, Patrizio</u>	Structured Finance	Partner	RO / ML/A5
<u>Metzger, Laura</u>	Restructuring	Partner	NY / 16.53
<u>Milling Jr., R. King</u>	M&A and Private Equity	Partner	NY / 16.65
<u>Mingrone, Denise M.</u>	Intellectual Property	Partner	SV / 1000-2075
<u>Mintz, Douglas S.</u>	Restructuring	Partner	DC / 1248
<u>Mitchell, Thomas C.</u>	Restructuring	Partner	SF / 8106
<u>Molinaro, Emanuela</u>	Real Estate	Partner	ML
<u>Molinski, William A.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-112
<u>Montella, Carlo</u>	Energy and Infrastructure	Partner	ML / A37
<u>Moore, Christopher J.</u>	Energy and Infrastructure	Partner	NY / 22.49
<u>Moore, Richard J.</u>	Tax	Partner	SF / 8634
<u>Moss, P. Quinn</u>	M&A and Private Equity	Partner	NY / 16.64
<u>Moyle, Robert B.</u>	Structured Finance	Partner	NY / 21.47
<u>Murray, Anne Elkins</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1102
<u>Myers, John R.</u>	Public Finance	Partner	SC / 3029
<u>Myers, Thomas E.</u>	Public Finance	Partner	NY / 15.35
<u>Narducci, John</u>	Tax	Partner	NY / 16.39
<u>Nicolini, Marco</u>	M&A and Private Equity	Partner	RO
<u>Nolting-Hauff, Wilhelm</u>	M&A and Private Equity	Partner	DF
<u>O'Brien, Dominic</u>	Banking & Finance	Partner	LN
<u>Ocker, Jonathan M.</u>	Compensation and Benefits	Partner	SF / 9676
<u>O'Connor, Kathleen</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.53
<u>O'Driscoll, Peter</u>	Emerging Markets	Partner	NY / 16.23 ; ML/A35
<u>Okuliar, Alex</u>	Antitrust & Competition	Partner	DC / 1137
<u>O'Neill, Anne</u>	Real Estate	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Oswald, Edwin G.</u>	Tax	Partner	DC / 1018 ; NY/15.24
<u>Ottenweller, Chris R.</u>	Intellectual Property	Partner	SV / 1000-2065
<u>Parish, William</u>	M&A and Private Equity	Partner	HN
<u>Parker, Warrington</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7932 ; SV/1000-2075
<u>Parris, Mark S.</u>	Intellectual Property	Partner	SE
<u>Patterson, Analea J.</u>	Public Policy	Partner	SC / 3005
<u>Pearce Jr., T. Vann</u>	Intellectual Property	Partner	DC / 1024
<u>Perkins, Joseph Z.</u>	Technology Companies Group	Partner	SV / 1040-205
<u>Perry, Jessica R.</u>	Employment Law	Partner	SV / 1020-1017
<u>Perry, Randolph</u>	Real Estate	Partner	LA / 2-129
<u>Pfeffer, A. Antony</u>	Intellectual Property	Partner	NY / 13.55
<u>Phillips, Renee B.</u>	Employment Law	Partner	NY / 14.35
<u>Phillips, Stephen</u>	Restructuring	Partner	LN
<u>Piermartini Rosi, Andrea</u>	M&A and Private Equity	Partner	RO
<u>Popo, Weyinmi</u>	M&A and Private Equity	Partner	LN
<u>Poppe, Matthew</u>	Intellectual Property	Partner	SV / 1000-2035
<u>Prokop, Jeffrey M.</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1208
<u>Rackoff, Sarah</u>	Public Finance	Partner	NY / 15.39
<u>Radecki, Alison J.</u>	Public Finance	Partner	NY / 15.27
<u>Rakow, Augie</u>	Technology Companies Group	Partner	SV / 1040-251
<u>Ramsey, Gabriel M.</u>	Intellectual Property	Partner	SF / 7904 ; SV/1000-1035
<u>Rasmussen, Garret G.</u>	Antitrust & Competition	Partner	DC / 1144
<u>Ratledge, Simon</u>	Energy and Infrastructure	Partner	PR
<u>Renner, Stefan</u>	M&A and Private Equity	Partner	DF
<u>Reznick, Robert P.</u>	Intellectual Property	Partner	DC / 1243
<u>Ricozzi, Raul</u>	Structured Finance	Partner	RO
<u>Riddle, Greg R.</u>	Tax	Partner	SF / 8192
<u>Riechert, Julia C.</u>	Employment Law	Partner	SV / 1020-1014
<u>Rigo, George T.</u>	M&A and Private Equity	Partner	PR
<u>Riley, Anthony S.</u>	Emerging Markets	Partner	LN
<u>Rincazaux, Philippe</u>	M&A and Private Equity	Partner	PR
<u>Ringeval, Emmanuel</u>	Banking & Finance	Partner	PR
<u>Ritter, JÄrrg</u>	Technology Companies Group	Partner	MU
<u>Roberts, Peter</u>	Energy and Infrastructure	Partner	LN
<u>Roche, Kevin M.</u>	Public Finance	Partner	NY / 15.65
<u>Roger, Joe</u>	Energy and Infrastructure	Partner	HN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Ronn, David</u>	Capital Markets	Partner	HN
<u>Rooney, Peter J.</u>	M&A and Private Equity	Partner	NY / 16.35
<u>Rosen, B. J.</u>	Banking & Finance	Partner	NY / 21.41
<u>Rosenberg, Jill L.</u>	Employment Law	Partner	NY / 14.50
<u>Rosenfeld, Robert A.</u>	Antitrust & Competition	Partner	SF / 8630
<u>Rosenkranz, E. Joshua</u>	Supreme Court and Appellate	Partner	NY / 14.23
<u>Ross, Amy M.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7638
<u>Routh, Steven J.</u>	Intellectual Property	Partner	DC / 1023
<u>Rugani, Paul F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Rutowski, Diana</u>	Intellectual Property	Partner	SV / 1000-2032 ; 8570
<u>Sachdev, Rohit</u>	Energy and Infrastructure	Partner	SF / 9558
<u>Sanzari, Leah</u>	Structured Finance	Partner	NY / 21.17
<u>Sarchio, Christina Guerola</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1208
<u>Sarumida, Hiroshi</u>	M&A and Private Equity	Partner	NY / 16.46
<u>Sawyers, Al B.</u>	Structured Finance	Partner	NY / 21.11
<u>Schmid, Thomas</u>	M&A and Private Equity	Partner	MU
<u>Schr�ider, Christian</u>	Technology Companies Group	Partner	DF
<u>Schuhmacher, Kenneth A.</u>	Energy and Infrastructure	Partner	NY / 22.28
<u>Schultes-Schnitzlein, Stefan</u>	Tax	Partner	DF
<u>Scott, McGregor W.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2916
<u>Scott, Nell</u>	Emerging Markets	Partner	LN
<u>Seegal, John F.</u>	M&A and Private Equity	Partner	SF / 8676
<u>Seeger, Kristin</u>	Energy and Infrastructure	Partner	SF / 9110
<u>Seneca, Mark W.</u>	M&A and Private Equity	Partner	SV / 1040-131
<u>Setty, Nagendra</u>	Intellectual Property	Partner	SE / 7928
<u>Shah, Jinal</u>	Capital Markets	Partner	LN
<u>Sherman, Les</u>	Energy and Infrastructure	Partner	SF / 9130
<u>Shin, Jeannie J.</u>	M&A and Private Equity	Partner	SF / 8110
<u>Shumsky, Eric A.</u>	Supreme Court and Appellate	Partner	DC / 1032
<u>Shwartz, Robert S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7166
<u>Sills, Robert L.</u>	International Arbitration	Partner	NY / 13.23
<u>Simons, Albert</u>	Public Finance	Partner	NY / 15.05

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Simpson, Lisa T.</u>	Intellectual Property	Partner	NY / 13.41
<u>Singer, Guy David</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 15.50 ; DC/1149
<u>Sirodovva, Olga</u>	M&A and Private Equity	Partner	DC / 1232
<u>Smith, Richard Vernon</u>	M&A and Private Equity	Partner	SV / 1040-139 ; SF/8126
<u>Sobel, Larry D.</u>	Tax	Partner	LA / LA1-111
<u>Spielberg, David</u>	Energy and Infrastructure	Partner	SF / 9122
<u>Spitz, Stephen A.</u>	Public Finance	Partner	SF / 9626
<u>Steinvorth, Till</u>	Antitrust & Competition	Partner	DF
<u>Stengel, James L.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.57
<u>Stephens, Eric</u>	Energy and Infrastructure	Partner	SF / 9184
<u>Stern, Robert</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC
<u>Stone, Fiona</u>	Real Estate	Partner	LN
<u>Stone, Kolvin</u>	Technology Companies Group	Partner	LN
<u>Strauch Weiss, Laurie</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.60
<u>Sullivan, Mike</u>	Technology Companies Group	Partner	SF / 8668
<u>Sun, Jie Jeffrey</u>	Capital Markets	Partner	SH
<u>Swaminathan, Aravind</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Syed, David</u>	Finance General	Partner	LN
<u>Takatori, Yoshihiro</u>	Complex Litigation and Dispute Resolution	Partner	TK
<u>Tardivy, Patrick</u>	M&A and Private Equity	Partner	PR
<u>Teshima, Darren S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7122
<u>Testa, Guido</u>	M&A and Private Equity	Partner	ML / A2
<u>Thomas, Darrell G.</u>	Energy and Infrastructure	Partner	HN
<u>Thompson, Dahl</u>	Energy and Infrastructure	Partner	HN
<u>Thorpe, Andrew D.</u>	Capital Markets	Partner	SF / 8174
<u>Tobiason, Thomas H.</u>	Technology Companies Group	Partner	SF / 8166 ; SV/1040-141
<u>Torpey, Michael D.</u>	Firm	Partner	SF / 7876
<u>Totten, Julie A.</u>	Employment Law	Partner	SC / 2906
<u>Touraine, Hervé</u>	Structured Finance	Partner	PR
<u>Treistman, Carlos</u>	M&A and Private Equity	Partner	HN
<u>Treistman, Katherine G.</u>	Complex Litigation and Dispute Resolution	Partner	HN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Troiano, Riccardo</u>	Complex Litigation and Dispute Resolution	Partner	RO
<u>Tsuchiya, Toshihiko</u>	Real Estate	Partner	TK
<u>Tu, Michael C.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA1-134
<u>Van Zant, Amy K.</u>	Intellectual Property	Partner	SV / 1000-2050
<u>Varian, Robert P.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7680
<u>Veinoska, Christopher</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7170
<u>Venuto, Stephen J.</u>	Technology Companies Group	Partner	SV / 1040-215
<u>Victor, Bryan D.</u>	Public Finance	Partner	SC / 3009
<u>Vogl, Peter D.</u>	Intellectual Property	Partner	NY / 13.37
<u>Von der Ahe, Christina</u>	Intellectual Property	Partner	OC / 1136
<u>von Samson-Himmelstjerna, Fabian</u>	M&A and Private Equity	Partner	MU
<u>Vu, Hoang</u>	Public Finance	Partner	HN
<u>Wakabayashi, Minako</u>	Energy and Infrastructure	Partner	TK
<u>Wall, Eric C.</u>	Tax	Partner	SF / 8664
<u>Walsh, Gerard J.</u>	Real Estate	Partner	LA / LA2-124
<u>Walsh, Nicole S.</u>	Real Estate	Partner	LA / LA2-132
<u>Wang, John Y.</u>	Public Finance	Partner	SF / 9634
<u>Wang, Xiang</u>	Intellectual Property	Partner	BG
<u>Weed, Michael C.</u>	Complex Litigation and Dispute Resolution	Partner	SC / 3013
<u>Weeks, L. Mark</u>	M&A and Private Equity	Partner	TK / 28th Floor
<u>Weil, Michael D.</u>	Employment Law	Partner	SF / 7138
<u>Weinheimer, Stefan</u>	M&A and Private Equity	Partner	DF
<u>Weitzel, Mark P.</u>	Energy and Infrastructure	Partner	SF / 9126 ; SV/1040-106
<u>Welsh, Thomas J.</u>	Public Policy	Partner	SC / 2915
<u>Wenner, Adam</u>	Energy and Infrastructure	Partner	DC / 1117
<u>Whiteley, Nicola</u>	Employment Law	Partner	LN
<u>Wilkinson, Christopher</u>	Employment Law	Partner	DC / 1033
<u>Williams, Matthew</u>	Energy and Infrastructure	Partner	LN
<u>Willis, Simon</u>	Complex Litigation and Dispute Resolution	Partner	LN
<u>Winburne, Blake H.</u>	Energy and Infrastructure	Partner	HN
<u>Wine, Mark P.</u>	Intellectual Property	Partner	OC / 1129
<u>Winter, Hilary</u>	Capital Markets	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Wolf, George G.</u>	Tax	Partner	SF / 8680 ; NY/16.15
<u>Wolfe, John</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Wolk, Neil T.</u>	Public Finance	Partner	NY / 15.53
<u>Wong, Billy</u>	Capital Markets	Partner	HK
<u>Wright, William H.</u>	Intellectual Property	Partner	LA / LA1-123
<u>Yakura, Shinsuke</u>	Complex Litigation and Dispute Resolution	Partner	TK
<u>Yost, Daniel K.</u>	Technology Companies Group	Partner	SV / 1040-211
<u>Yu, Harold M.</u>	Technology Companies Group	Partner	SV / 1040-237 ; SF/8688
<u>Zarnowiecki, A. Paul</u>	Energy and Infrastructure	Partner	DC / 1118
<u>Zechini, Marco</u>	M&A and Private Equity	Partner	RO
<u>Zellerbach, Thomas H.</u>	Intellectual Property	Partner	SV / 1000-2016
<u>Zhang, Ning</u>	Capital Markets	Partner	BG
<u>Zhang, Shelley</u>	Intellectual Property	Partner	BG
<u>Zimmermann, Andre</u>	Employment Law	Partner	DF
<u>Zukle, Mitchell</u>	Technology Companies Group	Orrick Chairman	SV / 1040-121 ; NY/21.36 ; SF/9680

COUNTY OF NASSAU

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

1. Name of the Entity: Orrick, Herrington & Sutcliffe LLP  
Address: 51 West 52<sup>nd</sup> Street  
City, State and Zip Code: New York, NY 10019-6142
2. Entity's Vendor Identification Number: 94-2952627
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):

Please see attached listing of partners. Addresses of the firm's partners are kept confidential

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.

Please see attached listing of partners. Addresses of the firm's partners are kept confidential

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.

Please see attached listing of firm subsidiaries.

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):

Not applicable - None



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

Not applicable

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

Not applicable

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

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

Dated: March 17, 2017

Signed: 

Print Name: Thomas E Myers

Title: Partner

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Achard, Arnauld</u>	Banking & Finance	Partner	PR
<u>Afanasyeva, Larisa</u>	M&A and Private Equity	Partner	MW
<u>Agboyibor, Pascal</u>	Energy and Infrastructure	Partner	PR
<u>Alderman, William F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7110
<u>Altarescu, Howard S.</u>	Finance General	Partner	NY / 21.52
<u>Ansbro, John</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.65
<u>Archer, Matthew R.</u>	Energy and Infrastructure	Partner	HN
<u>Ashley, Stephen C.</u>	Capital Markets	Partner	NY / 16.28
<u>Atkinson, Shawn</u>	Technology Companies Group	Partner	LN
<u>Austin, Christopher</u>	Capital Markets	Partner	NY / 16.05
<u>Ayre, Jonathan</u>	Energy and Infrastructure	Partner	HN
<u>Azmi, Dani</u>	Finance General	Partner	LN
<u>Banuelos, Juliano</u>	Compensation and Benefits	Partner	SF / 9672
<u>Barbiere, Janet A.</u>	Structured Finance	Partner	NY / 21.64
<u>Batts, Ed</u>	M&A and Private Equity	Partner	SV / 1040-243
<u>Bautista, John V.</u>	Technology Companies Group	Partner	SV / 1040-252
<u>Beasley, Duane K.</u>	Structured Finance	Partner	LA / LA2-110
<u>Becker, Lily</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7672
<u>Becking, Laura L.</u>	Compensation and Benefits	Partner	NY / 15.64
<u>Benard, Emmanuel</u>	Employment Law	Partner	PR
<u>Benjamin, Alan G.</u>	Banking & Finance	Partner	LA / LA2-102
<u>Benson, Robert J.</u>	Intellectual Property	Partner	OC / 1137
<u>Berman, Andrew R.</u>	Real Estate	Partner	NY / 21.32
<u>Bernard, Olivier</u>	Structured Finance	Partner	PR
<u>Bicks, Peter A.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.57
<u>Blair, Penelope A. Graboys</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7658
<u>Bolding, Grady M.</u>	Tax	Partner	SF / 8178
<u>Bothwell, Bill W.</u>	Public Finance	Partner	LA / LA1-112
<u>Boursican, Etienne</u>	M&A and Private Equity	Partner	PR
<u>Brennan, Devin</u>	Public Finance	Partner	SF / 9188
<u>Brewer, Todd</u>	Public Finance	Partner	HN
<u>Broderick, Christopher P.</u>	Intellectual Property	Partner	LA / LA1-118

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Brown, Walter F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7630 ; LA3-121 ; SV/1020-1038
<u>Calkins, Dustin C.</u>	Real Estate	Partner	SF / 9138
<u>Calvaruso, Joseph A.</u>	Intellectual Property	Partner	NY / 13.44
<u>Cardall, Charles C.</u>	Tax	Partner	SF / 8558
<u>Case, David Evan</u>	Intellectual Property	Partner	TK
<u>Chachkes, Alex V.</u>	Intellectual Property	Partner	NY / 13.27
<u>Champy, Jean-Luc</u>	Energy and Infrastructure	Partner	PR
<u>Chan, June</u>	Capital Markets	Partner	HK
<u>Chang, Ya-Chiao</u>	Intellectual Property	Partner	TP
<u>Chatterjee, I. Neel</u>	Intellectual Property	Partner	SV / 1000-2002
<u>Chen, Nancy</u>	Technology Companies Group	Partner	SV / 1040-116
<u>Cheung, Connie</u>	M&A and Private Equity	Partner	HK
<u>Cheung, Keith</u>	Capital Markets	Partner	HK
<u>Chirls, Richard</u>	Tax	Partner	NY / 15.23
<u>Cichostepski, Benjamin</u>	Technology Companies Group	Partner	PR
<u>Clark, Harry L.</u>	M&A and Private Equity	Partner	DC / 1217
<u>Clark-Herrera, Eugene H.</u>	Public Finance	Partner	SF / 9660
<u>Cohen, Russell P.</u>	Antitrust & Competition	Partner	SF / 8626
<u>Cohn, Peter</u>	Technology Companies Group	Partner	SV / 1040-226
<u>Coll Jr., J. Peter</u>	Complex Litigation and Dispute Resolution	Partner	NY / 13.59
<u>Collins, Mary A.</u>	Public Finance	Partner	SF / 9610
<u>Connell, Erin M.</u>	Employment Law	Partner	SF / 7178
<u>Connors, Peter J.</u>	Tax	Partner	NY / 16.50
<u>Cook, John P.</u>	M&A and Private Equity	Partner	SF / 8170
<u>Cooper, Brett</u>	Capital Markets	Partner	SF / 8130
<u>Cooper, Justin S.</u>	Public Finance	Partner	SF / 9638 ; SC/2905
<u>Corkran, Kelsi Brown</u>	Supreme Court and Appellate	Partner	DC / 14.37
<u>Criddle, Dean E.</u>	Tax	Partner	SF / 9192
<u>Crosby, Michael</u>	Banking & Finance	Partner	LN
<u>Crost, Katharine I.</u>	Structured Finance	Partner	NY / 21.27
<u>Cullen, William J.</u>	Structured Finance	Partner	NY / 21.58
<u>Damrell, Lauri A.</u>	Employment Law	Partner	SC / 2908
<u>Dassoff, Glenn</u>	Complex Litigation and Dispute Resolution	Partner	OC
<u>D'Aversa, Raniero</u>	Restructuring	Partner	NY / 16.57

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Davies, Mark S.</u>	Supreme Court and Appellate	Partner	DC / 1008
<u>Davis, Pamela R.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7610
<u>Davis, Roger L.</u>	Public Finance	Partner	SF / 9630 ; NY/15.24
<u>de Blank, Bas</u>	Intellectual Property	Partner	SV / 1000-2078
<u>de Feydeau, Amaury</u>	Banking & Finance	Partner	PR
<u>de Marigny, Barbara Spudis</u>	Tax	Partner	HN
<u>de Moÿ, Diane</u>	Banking & Finance	Partner	PR
<u>De Nicola, Alessandro</u>	M&A and Private Equity	Partner	ML / A3
<u>Deacon, John</u>	Energy and Infrastructure	Partner	LN
<u>Deitz, Marcus</u>	Public Finance	Partner	HN
<u>Dellkat, Mike</u>	Employment Law	Partner	NY / 14.42
<u>Del'Antonia, Marco</u>	M&A and Private Equity	Partner	ML / A7
<u>DeLucia, Richard L.</u>	Intellectual Property	Partner	NY / 13.62
<u>Dempsey, Karen</u>	Capital Markets	Partner	SF / 8672
<u>Denny, Ed</u>	Tax	Partner	LN
<u>Dentoni-Litta, Annalisa</u>	Structured Finance	Partner	RO
<u>Denye, Andrew</u>	Real Estate	Partner	LN
<u>Dominguez Sotomayor, Rodrigo</u>	M&A and Private Equity	Partner	HN
<u>Drefke, Kyle W.</u>	Energy and Infrastructure	Partner	DC / 1223
<u>Dubin, Morton Donald</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.27
<u>Dunne, Daniel J.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Duys, Oliver</u>	M&A and Private Equity	Partner	DF
<u>Echtman, Elyse D.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 13.28
<u>Ellisen, E. Patrick</u>	Intellectual Property	Partner	SV / 1000-2081
<u>Elsing, Siegfried H.</u>	International Arbitration	Partner	DF
<u>Essombert, Jean Jacques</u>	Banking & Finance	Partner	PR
<u>Ewald, John L.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.64
<u>Faulhaber, Karsten</u>	International Arbitration	Partner	DF
<u>Feeman, Vickie L.</u>	Intellectual Property	Partner	SV / 1000-2060
<u>Field, Donald S.</u>	Public Finance	Partner	OC / 1139 ; LA1-105
<u>Fink, Steven J.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.60

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Finley, Zachary S.</u>	Banking & Finance	Partner	SF / 9174
<u>Flaherty, Jason D.</u>	Compensation and Benefits	Partner	SF / 9668
<u>Foresta, Stephen G.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 15.42
<u>Fournier, Kristen R.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.13
<u>Frangeskides, Maria</u>	Complex Litigation and Dispute Resolution	Partner	LN
<u>Frost, Claudia Wilson</u>	Intellectual Property	Partner	HN
<u>Galton, Amanda</u>	Technology Companies Group	Partner	SF / 8660
<u>Galvan, Rafael I.</u>	Energy and Infrastructure	Partner	NY / 22.44
<u>Gardner, Elizabeth A.</u>	Intellectual Property	Partner	NY / 13.67
<u>Gathright, Bradford</u>	Energy and Infrastructure	Partner	HN
<u>George, Nicholas</u>	Energy and Infrastructure	Partner	PR
<u>Giannesi, Gianrico</u>	Structured Finance	Partner	RO
<u>Gladbach, Christopher</u>	Energy and Infrastructure	Partner	DC / 1214
<u>Glascock, Thomas B.</u>	Energy and Infrastructure	Partner	SF / 9106
<u>Glymph, Darrin L.</u>	Public Finance	Partner	DC / 1017
<u>Goe, Douglas E.</u>	Public Finance	Partner	PO
<u>Golden, Neil</u>	Energy and Infrastructure	Partner	DC / 1119
<u>Goldman, Beth M.</u>	Intellectual Property	Partner	SF / 7942
<u>Goldstein, David M.</u>	Antitrust & Competition	Partner	SF / 8618
<u>Goldstein, Richard S.</u>	Antitrust & Competition	Partner	NY / 15.46
<u>Golshani, Saam</u>	M&A and Private Equity	Partner	PR
<u>Goo, Valerie M.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-101
<u>Goodfriend, Douglas E.</u>	Public Finance	Partner	NY / 15.28
<u>Goss, Kent B.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-102
<u>Graham, Colin</u>	Energy and Infrastructure	Partner	LN
<u>Greenberg, Elaine</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1124 ; NY/1413
<u>Greulich, Sven</u>	M&A and Private Equity	Partner	DF
<u>Grew, Christopher A.</u>	Technology Companies Group	Partner	LN
<u>Grossman, Marshall B.</u>	Complex Litigation and Dispute Resolution	Partner	LA
<u>Gubarev, Dmitry</u>	Banking & Finance	Partner	MW
<u>Guha, Anik</u>	Technology Companies Group	Partner	SF / 8638
<u>Guillot-Bouhours, Christine</u>	Employment Law	Partner	PR

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Guy, Jonathan P.</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1244
<u>Haag, Melinda</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7634
<u>Hacohen, Tal</u>	M&A and Private Equity	Partner	NY / 16.60
<u>Haft, William S.</u>	Banking & Finance	Partner	NY / 21.02
<u>Haimes, Burton K.</u>	M&A and Private Equity	Partner	NY / 16.07
<u>Hairston, Eric Matthew</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7192
<u>Halper, Jason M.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 14.05
<u>Halperin, David</u>	M&A and Private Equity	Partner	HK
<u>Harrington, Greg</u>	Public Finance	Partner	LA / LA1-107
<u>Harrison, Stacy W.</u>	Complex Litigation and Dispute Resolution	Partner	LA
<u>Haviland, Sam Z.</u>	M&A and Private Equity	Partner	SE
<u>Haworth, Michael T.</u>	Real Estate	Partner	NY / 21.09
<u>Heibel, Gregory W.</u>	Technology Companies Group	Partner	SV / 1040-248
<u>Heitmann, Konstantin</u>	M&A and Private Equity	Partner	DF
<u>Heltzler, Eileen B.</u>	Public Finance	Partner	NY / 15.07
<u>Hellman, Dolph</u>	M&A and Private Equity	Partner	SF / 9664
<u>Henrich, Kerstin</u>	M&A and Private Equity	Partner	DF
<u>Hermle, Lynne C.</u>	Employment Law	Partner	SV / 1020-1028
<u>Herzinger, Kenneth</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7662
<u>Higgins, Tara A.</u>	Energy and Infrastructure	Partner	NY / 22.38
<u>Holden Jr., Frederick D.</u>	Restructuring	Partner	SF / 7130
<u>Holzborn, Timo</u>	Capital Markets	Partner	MU
<u>Hoo, Maurice</u>	M&A and Private Equity	Partner	HK
<u>Horrocks, Madeleine</u>	Structured Finance	Partner	ML
<u>Howard, Martin B.</u>	Structured Finance	Partner	LA / LA2-111
<u>Humphrey, George</u>	Energy and Infrastructure	Partner	HN
<u>Humphries, Edward</u>	Energy and Infrastructure	Partner	LN
<u>Hurst, Annette L.</u>	Intellectual Property	Partner	SF / 7908
<u>Hyatt, Townsend</u>	Public Finance	Partner	PO
<u>Ino, Yuko</u>	Real Estate	Partner	TK
<u>Isackson, Robert M.</u>	Intellectual Property	Partner	NY / 13.52
<u>Iyama, Scott M.</u>	Technology Companies Group	Partner	SV / 1040-206

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Jackson, Stephen J.</u>	Tax	Partner	PR / 16.54
<u>Jacobsen, Richard A.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.39
<u>Jacobson, William B.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1044
<u>Jaeger, Laurent</u>	International Arbitration	Partner	PR
<u>Janes, Alexander</u>	Energy and Infrastructure	Partner	LN
<u>Jensen, Sten</u>	Intellectual Property	Partner	DC / 1019
<u>Jensen, Travis</u>	Intellectual Property	Partner	SV / 1000-2040
<u>John, Giji</u>	Energy and Infrastructure	Partner	HN
<u>Johnson, Edward S.</u>	M&A and Private Equity	Partner	TK
<u>Johnson, Jeffrey</u>	Intellectual Property	Partner	HN
<u>Johnson-McKewan, Karen G.</u>	Intellectual Property	Partner	SF / 7928
<u>Jurata, Jay</u>	Antitrust & Competition	Partner	DC / 1132
<u>Kanabe, George L.</u>	Intellectual Property	Partner	SF / 7924 / SV 2056
<u>Kane, Larry</u>	Technology Companies Group	Partner	SF / 8134
<u>Kaplan, Charles</u>	International Arbitration	Partner	PR
<u>Katayama, Yoichi</u>	Energy and Infrastructure	Partner	TK
<u>Keller, Don</u>	Technology Companies Group	Partner	SV / 1040-110
<u>Kensicher, Hervé</u>	Banking & Finance	Partner	PR
<u>Kerfant, Anne-Sophie</u>	Tax	Partner	PR
<u>Kim, Antony P.</u>	Antitrust & Competition	Partner	DC / 1149
<u>Knoll, Alan M.</u>	Structured Finance	Partner	NY / 21.44
<u>Knox, John H.</u>	Public Finance	Partner	SF / 9414
<u>Kramer, James N.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7626
<u>Kriebel, Keith W.</u>	Energy and Infrastructure	Partner	DC
<u>Kroll, Konstantin I.</u>	M&A and Private Equity	Partner	MW
<u>Kudon, Jeremy</u>	Public Policy	Partner	NY / 13.05
<u>Lahnborg, Douglas</u>	Antitrust & Competition	Partner	LN
<u>Lalance, Frederic</u>	Complex Litigation and Dispute Resolution	Partner	PR
<u>Lallemand, Marine</u>	Complex Litigation and Dispute Resolution	Partner	PR
<u>Lamb, Peter M.</u>	Technology Companies Group	Partner	PO / 1040-243
<u>Larsen, Cynthia J.</u>	Complex Litigation and Dispute Resolution	Partner	SC / 3021
<u>Lawson, Matthew D.</u>	Complex Litigation and Dispute Resolution	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Lee, Young J.</u>	Energy and Infrastructure	Partner	NY / 22.30
<u>Lepage, Yves</u>	Energy and Infrastructure	Partner	PR
<u>Lepretre, Jean-Michel</u>	M&A and Private Equity	Partner	PR
<u>LeQuang, Khai</u>	Complex Litigation and Dispute Resolution	Partner	OC / 1119
<u>Levin, Barry S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7126 ; NY/14.07
<u>Lewis, Mathew Evan</u>	Capital Markets	Partner	BG
<u>Liborio, Vanessa</u>	International Arbitration	Partner	GV
<u>Liburt, Joseph C.</u>	Employment Law	Partner	SV / 1020-1031
<u>Liever, Michael H.</u>	Real Estate	Partner	SF / 9170
<u>Linn, Courtney J.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2912
<u>Liu, Louise L.</u>	Capital Markets	Registered Foreign Lawyer	HK
<u>Livingston, Andrew R.</u>	Employment Law	Partner	SF / 7162
<u>Loeb, Robert</u>	Supreme Court and Appellate	Partner	DC / 1049
<u>Long, Timothy J.</u>	Employment Law	Partner	SC / 2917 ; LA/3212
<u>Lopez, Jonathan E.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1109
<u>Louie, Betty L.</u>	M&A and Private Equity	Partner	RO
<u>Luk, Edwin</u>	Capital Markets	Partner	HK
<u>Luskey, Randy</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7414
<u>Lyon, Carl F.</u>	Energy and Infrastructure	Partner	NY / 22.08
<u>Ma, Yufeng (Ethan)</u>	Intellectual Property	Partner	SH
<u>MacKerron, John A.</u>	Structured Finance	Partner	NY / 21.62
<u>Magan, Jenna</u>	Public Finance	Partner	SC / 3006
<u>Mainardi, Alessandro</u>	Tax	Partner	ML / A4
<u>Malvey, Steven C.</u>	Tax	Partner	SF / 8642
<u>Margolis, Brian B.</u>	Capital Markets	Partner	NY / 16.27
<u>Marraud des Grottes, Alexis</u>	Capital Markets	Partner	PR
<u>Marshall, Torsten M.</u>	Energy and Infrastructure	Partner	NY / 22.31
<u>Martel, Jean-Pierre</u>	M&A and Private Equity	Partner	PR
<u>Martinelli, Richard F.</u>	Intellectual Property	Partner	NY / 13.48
<u>Martorana, Cristina</u>	Energy and Infrastructure	Partner	ML
<u>Mathews, Daniel A.</u>	Energy and Infrastructure	Partner	NY / 22.24
<u>Mathews, Nikiforos</u>	Structured Finance	Partner	NY / 21.31
<u>Mattel, Andrew</u>	Banking & Finance	Partner	NY / 21.34



<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Mazzilli, Attilio</u>	M&A and Private Equity	Partner	ML
<u>McAndrews, Michael A.</u>	Real Estate	Partner	LA / LA2-133
<u>McCarthy, Christine A.</u>	Technology Companies Group	Partner	SV / 1040-107
<u>McConvillie, Thomas S.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	OC / 1118
<u>McGowen, Lorraine S.</u>	Restructuring	Partner	NY / 16.42
<u>McKenna, Rob</u>	Public Policy	Partner	SE
<u>McQuade, James H.</u>	Employment Law	Partner	NY / 14.45
<u>Mermelstein, Mark</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA3-127
<u>Messina, Patrizio</u>	Structured Finance	Partner	RO / ML/A5
<u>Metzger, Laura</u>	Restructuring	Partner	NY / 16.53
<u>Milling Jr., R. King</u>	M&A and Private Equity	Partner	NY / 16.65
<u>Mingrone, Denise M.</u>	Intellectual Property	Partner	SV / 1000-2075
<u>Mintz, Douglas S.</u>	Restructuring	Partner	DC / 1248
<u>Mitchell, Thomas C.</u>	Restructuring	Partner	SF / 8106
<u>Molinaro, Emanuela</u>	Real Estate	Partner	ML
<u>Molinski, William A.</u>	Complex Litigation and Dispute Resolution	Partner	LA / LA3-112
<u>Montella, Carlo</u>	Energy and Infrastructure	Partner	ML / A37
<u>Moore, Christopher J.</u>	Energy and Infrastructure	Partner	NY / 22.49
<u>Moore, Richard J.</u>	Tax	Partner	SF / 8634
<u>Moss, P. Quinn</u>	M&A and Private Equity	Partner	NY / 16.64
<u>Moyle, Robert B.</u>	Structured Finance	Partner	NY / 21.47
<u>Murray, Anne Elkins</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC / 1102
<u>Myers, John R.</u>	Public Finance	Partner	SC / 3029
<u>Myers, Thomas E.</u>	Public Finance	Partner	NY / 15.35
<u>Narducci, John</u>	Tax	Partner	NY / 16.39
<u>Nicolini, Marco</u>	M&A and Private Equity	Partner	RO
<u>Noiting-Hauff, Wilhelm</u>	M&A and Private Equity	Partner	DF
<u>O'Brien, Dominic</u>	Banking & Finance	Partner	LN
<u>Ocker, Jonathan M.</u>	Compensation and Benefits	Partner	SF / 9676
<u>O'Connor, Kathleen</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.53
<u>O'Driscoll, Peter</u>	Emerging Markets	Partner	NY / 16.23 ; ML/A35
<u>Okuliar, Alex</u>	Antitrust & Competition	Partner	DC / 1137
<u>O'Neill, Anne</u>	Real Estate	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Oswald, Edwin G.</u>	Tax	Partner	DC / 1018 ; NY/15.24
<u>Ottenweller, Chris R.</u>	Intellectual Property	Partner	SV / 1000-2065
<u>Parish, William</u>	M&A and Private Equity	Partner	HN
<u>Parker, Warrington</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7932 ; SV/1000-2075
<u>Parris, Mark S.</u>	Intellectual Property	Partner	SE
<u>Patterson, Analea J.</u>	Public Policy	Partner	SC / 3005
<u>Pearce Jr., T. Vann</u>	Intellectual Property	Partner	DC / 1024
<u>Perkins, Joseph Z.</u>	Technology Companies Group	Partner	SV / 1040-205
<u>Perry, Jessica R.</u>	Employment Law	Partner	SV / 1020-1017
<u>Perry, Randolph</u>	Real Estate	Partner	LA / 2-129
<u>Pfeffer, A. Antony</u>	Intellectual Property	Partner	NY / 13.55
<u>Phillips, Renee B.</u>	Employment Law	Partner	NY / 14.35
<u>Phillips, Stephen</u>	Restructuring	Partner	LN
<u>Piermartini Rosi, Andrea</u>	M&A and Private Equity	Partner	RO
<u>Popo, Weyinmi</u>	M&A and Private Equity	Partner	LN
<u>Poppe, Matthew</u>	Intellectual Property	Partner	SV / 1000-2035
<u>Prokop, Jeffrey M.</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1208
<u>Rackoff, Sarah</u>	Public Finance	Partner	NY / 15.39
<u>Radecki, Allison J.</u>	Public Finance	Partner	NY / 15.27
<u>Rakow, Augie</u>	Technology Companies Group	Partner	SV / 1040-251
<u>Ramsey, Gabriel M.</u>	Intellectual Property	Partner	SF / 7904 ; SV/1000-1035
<u>Rasmussen, Garret G.</u>	Antitrust & Competition	Partner	DC / 1144
<u>Ratledge, Simon</u>	Energy and Infrastructure	Partner	PR
<u>Renner, Stefan</u>	M&A and Private Equity	Partner	DF
<u>Reznick, Robert P.</u>	Intellectual Property	Partner	DC / 1243
<u>Ricozzi, Raul</u>	Structured Finance	Partner	RO
<u>Riddle, Greg R.</u>	Tax	Partner	SF / 8192
<u>Riechert, Julia C.</u>	Employment Law	Partner	SV / 1020-1014
<u>Rigo, George T.</u>	M&A and Private Equity	Partner	PR
<u>Riley, Anthony S.</u>	Emerging Markets	Partner	LN
<u>Rinczaux, Philippe</u>	M&A and Private Equity	Partner	PR
<u>Ringeval, Emmanuel</u>	Banking & Finance	Partner	PR
<u>Ritter, Jörg</u>	Technology Companies Group	Partner	MU
<u>Roberts, Peter</u>	Energy and Infrastructure	Partner	LN
<u>Roche, Kevin M.</u>	Public Finance	Partner	NY / 15.65
<u>Roger, Joe</u>	Energy and Infrastructure	Partner	HN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Ronn, David</u>	Capital Markets	Partner	HN
<u>Rooney, Peter J.</u>	M&A and Private Equity	Partner	NY / 16.35
<u>Rosen, B. J.</u>	Banking & Finance	Partner	NY / 21.41
<u>Rosenberg, Jill L.</u>	Employment Law	Partner	NY / 14.50
<u>Rosenfeld, Robert A.</u>	Antitrust & Competition	Partner	SF / 8630
<u>Rosenkranz, E. Joshua</u>	Supreme Court and Appellate	Partner	NY / 14.23
<u>Ross, Amy M.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7638
<u>Routh, Steven J.</u>	Intellectual Property	Partner	DC / 1023
<u>Rugani, Paul F.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Rutowski, Diana</u>	Intellectual Property	Partner	SV / 1000-2032 ; 8570
<u>Sachdev, Rohit</u>	Energy and Infrastructure	Partner	SF / 9558
<u>Sanzari, Leah</u>	Structured Finance	Partner	NY / 21.17
<u>Sarchio, Christina Guerola</u>	Complex Litigation and Dispute Resolution	Partner	DC / 1208
<u>Sarumida, Hiroshi</u>	M&A and Private Equity	Partner	NY / 16.46
<u>Sawyers, Al B.</u>	Structured Finance	Partner	NY / 21.11
<u>Schmid, Thomas</u>	M&A and Private Equity	Partner	MU
<u>SchrÄlder, Christian</u>	Technology Companies Group	Partner	DF
<u>Schuhmacher, Kenneth A.</u>	Energy and Infrastructure	Partner	NY / 22.28
<u>Schultes-Schnitzlein, Stefan</u>	Tax	Partner	DF
<u>Scott, McGregor W.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SC / 2916
<u>Scott, Nell</u>	Emerging Markets	Partner	LN
<u>Seegal, John F.</u>	M&A and Private Equity	Partner	SF / 8676
<u>Seeger, Kristin</u>	Energy and Infrastructure	Partner	SF / 9110
<u>Seneca, Mark W.</u>	M&A and Private Equity	Partner	SV / 1040-131
<u>Setty, Nagendra</u>	Intellectual Property	Partner	SE / 7928
<u>Shah, Jinal</u>	Capital Markets	Partner	LN
<u>Sherman, Les</u>	Energy and Infrastructure	Partner	SF / 9130
<u>Shin, Jeannie J.</u>	M&A and Private Equity	Partner	SF / 8110
<u>Shumsky, Eric A.</u>	Supreme Court and Appellate	Partner	DC / 1032
<u>Shwartz, Robert S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7166
<u>Sills, Robert L.</u>	International Arbitration	Partner	NY / 13.23
<u>Simons, Albert</u>	Public Finance	Partner	NY / 15.05

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Simpson, Lisa T.</u>	Intellectual Property	Partner	NY / 13.41
<u>Singer, Guy David</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	NY / 15.50 ; DC/1149
<u>Sirodoeva, Olga</u>	M&A and Private Equity	Partner	DC / 1232
<u>Smith, Richard Vernon</u>	M&A and Private Equity	Partner	SV / 1040-139 ; SF/8126
<u>Sobel, Larry D.</u>	Tax	Partner	LA / LA1-111
<u>Spielberg, David</u>	Energy and Infrastructure	Partner	SF / 9122
<u>Spitz, Stephen A.</u>	Public Finance	Partner	SF / 9626
<u>Steinvorth, Till</u>	Antitrust & Competition	Partner	DF
<u>Stengel, James L.</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.57
<u>Stephens, Eric</u>	Energy and Infrastructure	Partner	SF / 9184
<u>Stern, Robert</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	DC
<u>Stone, Fiona</u>	Real Estate	Partner	LN
<u>Stone, Kolvin</u>	Technology Companies Group	Partner	LN
<u>Strauch Weiss, Laurie</u>	Complex Litigation and Dispute Resolution	Partner	NY / 14.60
<u>Sullivan, Mike</u>	Technology Companies Group	Partner	SF / 8668
<u>Sun, Jie Jeffrey</u>	Capital Markets	Partner	SH
<u>Swaminathan, Aravind</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Syed, David</u>	Finance General	Partner	LN
<u>Takatori, Yoshihiro</u>	Complex Litigation and Dispute Resolution	Partner	TK
<u>Tardivy, Patrick</u>	M&A and Private Equity	Partner	PR
<u>Teshima, Darren S.</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7122
<u>Testa, Guido</u>	M&A and Private Equity	Partner	ML / A2
<u>Thomas, Darrell G.</u>	Energy and Infrastructure	Partner	HN
<u>Thompson, Dahl</u>	Energy and Infrastructure	Partner	HN
<u>Thorpe, Andrew D.</u>	Capital Markets	Partner	SF / 8174
<u>Tobiason, Thomas H.</u>	Technology Companies Group	Partner	SF / 8166 ; SV/1040-141
<u>Torpey, Michael D.</u>	Firm	Partner	SF / 7676
<u>Totten, Julie A.</u>	Employment Law	Partner	SC / 2906
<u>Touraine, Hervé</u>	Structured Finance	Partner	PR
<u>Treistman, Carlos</u>	M&A and Private Equity	Partner	HN
<u>Treistman, Katherine G.</u>	Complex Litigation and Dispute Resolution	Partner	HN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Troiano, Riccardo</u>	Complex Litigation and Dispute Resolution	Partner	RO
<u>Tsuchiya, Toshihiko</u>	Real Estate	Partner	TK
<u>Tu, Michael C.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	LA / LA1-134
<u>Van Zant, Amy K.</u>	Intellectual Property	Partner	SV / 1000-2050
<u>Varian, Robert P.</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SF / 7680
<u>Vejnoska, Christopher</u>	Complex Litigation and Dispute Resolution	Partner	SF / 7170
<u>Venuto, Stephen J.</u>	Technology Companies Group	Partner	SV / 1040-215
<u>Victor, Bryan D.</u>	Public Finance	Partner	SC / 3009
<u>Vogl, Peter D.</u>	Intellectual Property	Partner	NY / 13.37
<u>Von der Ahe, Christina</u>	Intellectual Property	Partner	OC / 1136
<u>von Samson-Himmelstjerna, Fabian</u>	M&A and Private Equity	Partner	MU
<u>Vu, Hoang</u>	Public Finance	Partner	HN
<u>Wakabayashi, Minako</u>	Energy and Infrastructure	Partner	TK
<u>Wall, Eric C.</u>	Tax	Partner	SF / 8664
<u>Walsh, Gerard J.</u>	Real Estate	Partner	LA / LA2-124
<u>Walsh, Nicole S.</u>	Real Estate	Partner	LA / LA2-132
<u>Wang, John Y.</u>	Public Finance	Partner	SF / 9634
<u>Wang, Xiang</u>	Intellectual Property	Partner	BG
<u>Weed, Michael C.</u>	Complex Litigation and Dispute Resolution	Partner	SC / 3013
<u>Weeks, L. Mark</u>	M&A and Private Equity	Partner	TK / 28th Floor
<u>Weil, Michael D.</u>	Employment Law	Partner	SF / 7138
<u>Weinheimer, Stefan</u>	M&A and Private Equity	Partner	DF
<u>Weitzel, Mark P.</u>	Energy and Infrastructure	Partner	SF / 9126 ; SV/1040-106
<u>Welsh, Thomas J.</u>	Public Policy	Partner	SC / 2915
<u>Wenner, Adam</u>	Energy and Infrastructure	Partner	DC / 1117
<u>Whiteley, Nicola</u>	Employment Law	Partner	LN
<u>Wilkinson, Christopher</u>	Employment Law	Partner	DC / 1033
<u>Williams, Matthew</u>	Energy and Infrastructure	Partner	LN
<u>Willis, Simon</u>	Complex Litigation and Dispute Resolution	Partner	LN
<u>Winburne, Blake H.</u>	Energy and Infrastructure	Partner	HN
<u>Wine, Mark P.</u>	Intellectual Property	Partner	OC / 1129
<u>Winter, Hilary</u>	Capital Markets	Partner	LN

<u>Full Name</u>	<u>Pract./Dept.</u>	<u>Title</u>	<u>Office/Desk</u>
<u>Wolf, George G.</u>	Tax	Partner	SF / 8680 ; NY/16.15
<u>Wolfe, John</u>	White Collar, Investigations, Securities Litigation & Compliance	Partner	SE
<u>Wolk, Neil T.</u>	Public Finance	Partner	NY / 15.53
<u>Wong, Billy</u>	Capital Markets	Partner	HK
<u>Wright, William H.</u>	Intellectual Property	Partner	LA / LA1-123
<u>Yakura, Shinsuke</u>	Complex Litigation and Dispute Resolution	Partner	TK
<u>Yost, Daniel K.</u>	Technology Companies Group	Partner	SV / 1040-211
<u>Yu, Harold M.</u>	Technology Companies Group	Partner	SV / 1040-237 ; SF/8688
<u>Zarnowlecki, A. Paul</u>	Energy and Infrastructure	Partner	DC / 1118
<u>Zechini, Marco</u>	M&A and Private Equity	Partner	RO
<u>Zellerbach, Thomas H.</u>	Intellectual Property	Partner	SV / 1000-2016
<u>Zhang, Ning</u>	Capital Markets	Partner	BG
<u>Zhang, Shelley</u>	Intellectual Property	Partner	BG
<u>Zimmermann, Andre</u>	Employment Law	Partner	DF
<u>Zuklie, Mitchell</u>	Technology Companies Group	Orrick Chairman	SV / 1040-121 ; NY/21.36 ; SF/9680

**Orrick, Herrington & Sutcliffe LLP**  
**2016 Related Entities**

1. Orrick, Herrington & Sutcliffe (Europe) LLP, a United Kingdom limited liability partnership domesticated in Delaware
2. Orrick, Herrington & Sutcliffe SAS, a French corporate entity
3. Orrick, Herrington & Sutcliffe MNP, a multinational partnership domesticated in Delaware (in process of being dissolved)
4. Orrick, Herrington & Sutcliffe – *Studio Legale Associato* and [Named Members], an Italian *Associazione Professionale*
5. Orrick, Herrington & Sutcliffe Limited, a UK private limited company
6. OHS Secretaries Limited, a UK private limited company
7. OHS Nominees Limited, a UK private limited company
8. Orrick (CIS) LLC, a Delaware limited liability company
9. OHS Moscow Partners, LLC, a Delaware limited liability company
10. Orrick Tokyo Law Offices, a joint venture between Orrick Tokyo Law Offices and the Firm
11. Orrick Foreign Legal Affairs Attorneys-at-Law, a foreign legal affairs partnership existing under the laws of the Republic of China
12. Orrick, Herrington, & Sutcliffe, a Hong Kong partnership
13. Orrick-RCI (Cote d'Ivoire trade name used by an affiliate office)
14. BLX Group LLC (formerly known as Bond Logistix LLC), a Delaware limited liability company
15. BLX Acquisition Corporation, a Delaware corporation
16. Fund Services Advisors, Inc., a California corporation
17. Orrick Global Operations LLC (inactive)
18. Verbatim LLC, a Delaware limited liability company

19. The Orrick, Herrington & Sutcliffe Foundation, a registered Section 501(c)(3) public charity
20. Orrick Investments 2000 LLC
21. Orrick Investments 2001 LLC
22. Orrick Investments 2002 LLC
23. Orrick Investments 2003 LLC
24. Orrick Investments 2004 LLC
25. Orrick Investments 2005 LLC
26. Orrick Investments 2006 LLC
27. Orrick Investments 2007 LLC
28. Orrick Investments 2008 LLC
29. Orrick Investments 2009 LLC
30. Orrick Investments 2010 LLC
31. Orrick Investments 2011 LLC
32. Orrick Investments 2012 LLC
33. Foundry Square Investors – XIII, LLC
34. Foundry Square Investors – XIV, LLC
35. Foundry Square Investors – XV, LLC
36. Foundry Square Investors – XVI, LLC



## 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) Orrick, Herrington & Sutcliffe LLP, with an office located at 51 West 52<sup>nd</sup> Street, New York, New York 10019 ("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 the Effective Date and shall terminate five (5) years thereafter, 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 two (2) additional one (1) year periods.
2. Services. The services to be provided by Counsel under this Agreement shall include, but not be limited to, the following:
  - (a) providing customary bond counsel services in connection with tax-exempt and taxable, new money and refunding general obligation bond and note issuances, including, but not limited to: (i) participation in the negotiation and drafting of agreements with respect to such bonds and notes, (ii) advice to, and consultation with, representatives of the County concerning such bonds and notes, (iii) preparation of official statements, offering circulars and/or other disclosure documents, purchase contracts, resolutions, annual information statements or other documents relating to such issuances, as required or necessary, (iv) capital projects review, and/or (v) issuance of unqualified approving opinions and tax opinions;
  - (b) providing legal advice and assistance to the County in connection with bond and note issuances by the Nassau County Interim Finance Authority ("NIFA"), NIFA oversight and related matters;
  - (c) providing legal advice and assistance regarding tax matters relative to the issuance of obligations and opinions;
  - (d) providing legal advice and assistance regarding (i) sewer and storm water resources facilities financings, (ii) health facilities financings and related matters, (iii) tobacco settlement revenues financings and related matters, (iv) the use of adjustable, variable rate or zero coupon bonds, (v) interest rate exchange agreements or other derivatives (to the extent that the County can utilize such products), (vi) credit enhancement and liquidity in connection with financings, (vii) asset-backed transactions, (viii) equipment

leasing, (ix) financings by issuers related to the County, (x) development of new or alternative financing programs, and (xi) general municipal finance and other municipal matters;

- (e) providing legal advice and assistance regarding legislation and related legislative matters;
- (f) providing legal advice and assistance regarding arbitrage rebate, private activity limitations, continuing disclosure and other regulatory matters; and
- (g) seeking, on behalf of the County, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies.

3. Payment. (a) Amount of Consideration. (1) The County shall pay, and the Contractor shall accept as payment for Services, the rates specified below, subject to the availability of funds for this Agreement following approval by the Department and encumbrance by the County Comptroller. The County shall not be liable for payment of any amounts which have not been approved by the Department and encumbered for this Agreement by the County Comptroller.

(i) Single year bond anticipation notes: \$2,500 base fee plus 35 cents per \$1,000 of par amount of notes over \$4,000,000.

(ii) Tax anticipation and revenue anticipation notes: \$500 base fee plus 35 cents per \$1,000 for the first \$10,000,000 of par amount of notes; 30 cents per \$1,000 for the next \$30,000,000 of par amount of notes; and 20 cents per \$1,000 of par amount of notes thereafter.

(iii) Bond issues (public sale): \$3,500 base fee plus 55 cents per \$1,000 of par amount of bonds. The following charges are added to fees for standard, publicly-sold competitive bond issues: \$300 for insurance/credit enhancement negotiation/review of documents. Further, the County shall pay Counsel an hourly rate of \$300 for time expended in connection with specialized documents, conferences and other matters relating to an issue, if any, approved in advance by the County. This shall not be generally applicable to standard, competitively-bid general obligation bond issues.

(iv) Bond issues (negotiated or private sale): The same fee schedule set forth in (iii) above shall apply for bond issues sold at negotiated or private sale, except that the base fee for refunding bonds shall be \$5,000. There shall be added an hourly rate of \$300 for time expended in connection with specialized documents, conferences and other matters relating to such issues, if any, approved in advance by the County.

(v) Disclosure documents: For preparation of the disclosure documents for the County, Counsel shall be paid an hourly rate of \$300.

(vi) Hourly fees: The County shall pay fees for services of attorneys other than in connection with bond and note issuances and for services performed by Counsel's subsidiary, BLX Group, at an hourly rate of \$300.

Notwithstanding the foregoing, for County bond and note issuances sold to the New York State Environmental Facilities Corporation, including short-term financings, fees paid to Counsel shall be 25% less than those specified in (i) through (iv) above. The County shall not pay or reimburse any sale or closing charges, per-bond printing charges, consolidating fees, DTC-related expenses, telephone, postage, telex, computer, paralegal, secretarial, copying, word-processing, e-mail, overnight delivery,

or any other fees or expenses not specified herein.

(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) 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.

(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"), (i) be 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).

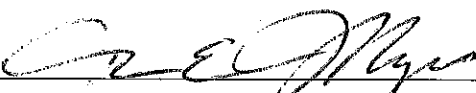
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from 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.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By:   
Name: Thomas E Myers  
Title: Partner  
Date: 1/13/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13th day of January in the year 2017 before me personally came

Thomas E. Myers 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 Orrick, Herrington & Sutcliffe 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.

Epeth Solun

**ELIZABETH SOLANO**  
Notary Public, State of New York

No. 01JO4973240

**Qualified in Kings County**

**Certificate Filed in New York County**

**Commission Expires October 15, 20**

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/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

## **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.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michell Zuklie

Business: 405 Howard Street San Francisco, CA 94105 (Address)

415-773- 9680 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder XX 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 by the Proposer/Bidder, describe below:

Orrick was assessed by the City and County of San Francisco in a dispute related to the provision of healthcare benefits to its employees. The matter has been settled.

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has XX has not been commenced against or relating to the Proposer/Bidder 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:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Proposer/Bidder 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.

\_\_\_\_\_  
Dated June 21, 2016

Signature of Director

Eileen B. Heitzler *Eileen B. Heitzler*  
Name of Director

Sworn to before me this

22 day of June, 2016

*Elizabeth Solano*  
Notary Public

ELIZABETH SOLANO  
Notary Public, State of New York  
No. 01JO4973240  
Qualified in Kings County  
Certificate Filed in New York County 18  
Commission Expires October 15, 2018