



E-179-17

**NIFS ID:CLAT17000027 Department: County Attorney**

**Capital:**

SERVICE: Special Counsel

Contract ID #:CQAT12000010 02 NIFS Entry Date: 21-JUL-17

Term: from 01-AUG-17 to 31-JUL-18

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

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>The West Group Law PLLC</b>	Vendor ID#: [REDACTED]
Address: 81 Main Street, Suite 510, White Plains, NY 10601	Contact Person: Josh Meyer
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713034

2017 AUG 28 A 11:48  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

## Routing Slip

Department	NIFS Entry: X	31-JUL-17 -- JDELLE
Department	NIFS Approval: X	31-JUL-17 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	31-JUL-17 -- MVOCATURA
County Atty.	Insurance Verification: X	31-JUL-17 -- AAMATO
County Atty.	Approval to Form: X	31-JUL-17 -- DMCDERMOTT
Dep. CE	Approval: X	28-AUG-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	10-AUG-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Amendment #8 to a special counsel contract to represent the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau HUB and Mitchel Field. The amendment extends the term of the contract for one year, to July 31, 2018, and increases the maximum amount by \$695,000.
<b>Method of Procurement:</b> This is a contract amendment. Please see procurement history below.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's Office. Based on their review of the panel, the firm Pannone Lopes Devereaux & West (PLDW) was determined to be the most qualified to handle this matter. When the municipal infrastructure team at PLDW left to form The West Law Group PLLC, the contract was assigned by PLDW to The West Group Law PLLC, pursuant to section 12 of the original agreement.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$695,000
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	AT	Revenue		1	ATGEN1100/DE502	\$ 695,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE502	County	\$ 695,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 695,000.00</b>		<b>TOTAL</b>	<b>\$ 695,000.00</b>

RENEWAL	
% Increase	
% Decrease	

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: The West Group Law PLLC

2. Dollar amount requiring NIFA approval: \$695000

Amount to be encumbered: \$695000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 8/1/2017-7/31/2017

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

If yes, please explain: Counsel continuing services as amendment routed for approvals.

4. Funding Source:

X General Fund (GEN)	Grant Fund (GRT)	Federal % 0
Capital Improvement Fund (CAP)		State % 0
Other		County % 100

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

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Amendment #8 to a special counsel contract to represent the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau HUB and Mitchel Field. The amendment extends the term of the contract for one year, to July 31, 2018, and increases the maximum amount by \$695,000.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CLFC16000001 - \$3,500	27-JUN-16	3500

## 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.

RDALLEVA

09-AUG-17

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

RULES RESOLUTION NO.            – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY AND WEST  
GROUP LAW PLLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with West Group Law PLLC to provide legal services for the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with West Group Law PLLC.

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: WEST GROUP LAW, PLLC (CLAT17000027)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: XXXXXXXXXX

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter.

**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.

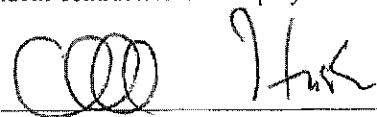

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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.  
*Compt. form Pers./Prof. Services Contracts: Rev. 03/16*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Capacity Coverage Company of New Jersey LLC One International Blvd 3rd Floor Mahwah NJ 07495		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 201-661-2000 <b>FAX (A/C, No):</b> 201-661-2499 <b>E-MAIL:</b> <b>ADDRESS:</b>	
<b>INSURED</b> 62340 West Group Law PLLC 81 Main Street, Suite 510 White Plains NY 10601		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20443	

**COVERAGES** **CERTIFICATE NUMBER: 744473216** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6021407837	2/1/2017	2/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6021437520	2/1/2017	2/1/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6021437212	3/1/2017	3/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Errors & Omissions			696770004	3/1/2017	3/1/2018	Limit 5,000,000 Ded 10,000

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

Certificate holder is included as additional insured per written contract.

## CERTIFICATE HOLDER

Nassau County  
Attn: County Executive's Office  
1550 Franklin  
Avenue  
Mineola NY 11501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Handwritten signature*

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COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

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

Dated:

4/27/17

Vendor: West Group Law PLLC

Signed:

*Teno A. West*

Print Name: Teno A. West

Title: Principal

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

1. Principal Name Teno A. West  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 81 Main Street, Suite 510  
City/state/zip White Plains, NY 10601  
Telephone (914) 898-2400  
Other present address(es) 16 E. Washington Street, Suite 2  
City/state/zip North Attleboro, MA 02760  
Telephone (508) 603-6700

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) Principal Member

3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. 100% Equity
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES X NO \_\_\_\_ If Yes, provide details.  
Guarantee of leases / personal loan to business for start-up costs.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_;  
If Yes, provide details. 20% Owner of Pannone Lopes Deveraux & West LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. At Pannone Lopes Deveraux & West LLC and at the new firm, West Group Law PLLC, our clients are state and local governmental entities.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes; provide details for each such investigation. Please see attached statement (RIDER 1)
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

**CERTIFICATION**

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

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

Sworn to before me this 27 day of April 2017

Mary Hauppert  
Notary Public  
My Commission Expires: 09/30/2020

West Group Law PLLC  
Name of submitting business

Teno A. West  
Print Name

Teno A. West  
Signature

Principal  
Title

4/27/17  
Date

---

RIDER 1  
Principal Questionnaire Form

In 2015 and 2016, PLDW received subpoenas from the U.S. Securities and Exchange Commission ("SEC") in connection with its role as bond counsel for two related clients that had previously become subjects of an SEC investigation.

# Business History Form

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

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

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

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

Date: 04/25/17

1) Proposer's Legal Name: West Group Law PLLC

2) Address of Place of Business: 81 Main Street, Suite 501, White Plains, NY 10601

List all other business addresses used within last five years: 16 E. Washington Street, Suite 2, North Attleboro, MA 02760 and 418 Broadway, Albany, NY 12207

3) Mailing Address (if different): Not applicable

Phone : (914) 898-2400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: Not applicable

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

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

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

8) Does this business control one or more other businesses? Yes    No X If Yes, please provide details: \_\_\_\_\_



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

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

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

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

- i) Date of formation; March 1, 2017
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
Teno A. West
- iii) Name, address and position of all officers and directors of the company;  
Teno A. West,
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 11
- vi) Annual revenue of firm; \$3,000,000.00
- vii) Summary of relevant accomplishments See attached
- viii) Copies of all state and local licenses and permits. Not applicable

- B. Indicate number of years in business. March 1, 2017

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. Teno West, Principal, has represented municipal governments for over 20 years.

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

Company Braunfotel & Frendel LLC

Contact Person Keith Braunfotel, Esq.

Address 49 Maple Avenue

City/State New City, NY 10956

Telephone (845) 634-7701

Fax # (845) 634-7710

E-Mail Address keith@braunfotelandfrendel.com

Company City of Taunton

Contact Person Jason D. Buffington, Esq.

Address 141 Oak Street

City/State Taunton, MA 02780

Telephone (508) 821-1036

Fax # (508) 821-1064

E-Mail Address jbuffington@tmlp.net

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Company County of Rockland

Contact Person Daniel Block, Esq.

Address Office of the County Attorney, 11 New Hempstead Road

City/State New City, NY 10956

Telephone (845) 638-5119

Fax # (845) 638-5676

E-Mail Address blockd@co.rockland.ny.us

**CERTIFICATION**

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

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

Sworn to before me this 27 day of April 2017

Mary Hauppert  
Notary Public Mary Hauppert  
my Commission Expires: 09/30/2020

Name of submitting business: West Group Law PLLC

By: Teno A. West

Print name

Teno A. West  
Signature

Principal

Title

4, 27, 17  
Date



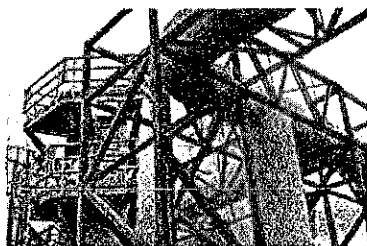
# Municipal Infrastructure Legal Services Qualifications

Summer 2017

# Firm Profile



## A Team Approach to Complex Infrastructure Projects



WGL combines the collective experience of attorneys from large law firms with the highly specialized knowledge of a boutique firm and the personal service of a solo practitioner.

## About WGL

### Municipal Infrastructure

Members of the firm have represented municipalities and other public entities for more than 25 years in connection with water and wastewater systems and projects, civic projects, municipal buildings, environmental and regulatory matters, solid waste systems and projects, transportation, project financing, structuring requests for proposals (RFPs), contract negotiations, alternative project delivery methods, land use development, and construction law.

We represent public entities with respect to complex municipal infrastructure projects from conception through completion. Our highly experienced attorneys advise municipal leaders on strategies for major projects, from the procurement stage through the final build-out of a project.

### Public Experience

Members of our firm have spent their careers serving state and local governments. We understand the challenges public entities face because many of our attorneys once worked in senior positions in local government. This experience enables us to provide state and local governments with efficient, creative, and low cost solutions across the United States.

### Presence

WGL has offices located in New York, Massachusetts, and Pennsylvania, and we represent clients throughout the country.

### Contact Person

For more information on the firm, please contact Managing Partner Teno West. He may be reached by phone at (914) 898-2400, or by email at: [twest@westgrouplaw.com](mailto:twest@westgrouplaw.com).

### Website

Our website can be found at: [www.westgrouplaw.com](http://www.westgrouplaw.com).

# Water and Wastewater Practice Overview



## Water and Wastewater

WGL includes nationally recognized lawyers in water and wastewater infrastructure transactions, as well as practitioners with experience in the areas of water use planning and development; alternative project delivery, such as design-build or design-build-operate; permitting and rulemaking; enforcement; litigation and legislation; acquisitions and contract drafting/negotiation; finance; privatization; ratemaking; regulatory; and storm water management.

The services provided include addressing development and operational issues of water supply and wastewater treatment systems, as well as dealing with state legislation pursuant to which water and sewer agencies may organize, consolidate, finance and construct such systems. We are also experienced in addressing water rights issues and are intimately familiar with the provisions and requirements of the Clean Water Act and are experienced in representing water and wastewater clients in enforcement actions brought by state and federal regulatory authorities, as well as challenges by public interest groups who may oppose a permit application or an operational technique.

We are regularly involved in the day-to-day legal issues that arise from the development and operation of water supply and wastewater treatment systems, including the development and modification of state legislation pursuant to which water and sewer agencies can organize and successfully finance and construct such systems, obtaining water rights, drafting and assisting in the administration of operation agreements, design-build and design-build-operate agreements, and construction contracts pursuant to which such facilities are constructed and operated. In addition, our lawyers have experience negotiating combined sewer overflow long-term control plans, NPDES/SPDES permits, and consent orders with various state and federal environmental agencies, including the United States Environmental Protection Agency ("EPA").

WGL's water and wastewater practice also involves representation in connection with the operations and, in some cases, the sale of water and wastewater utility facilities and assets. We have prepared, negotiated and administered service agreements, operation and maintenance agreements, purchase and sale agreements, indemnification agreements, franchise agreements between water/wastewater utilities and local governments and other contracts necessary for a successful water/wastewater utility operation, and other forms of transactional documentation.

We have considerable experience in acquiring necessary interests in land, permits and other approvals for the construction of water and sewer system infrastructure, from pumping stations to distribution and collection systems. This experience ranges from simple easement acquisitions to multiple party real estate transactions to acquire appropriate sites, to obtaining consent to locate facilities in remote areas. We have extensive experience with issues relating to negotiating and drafting acquisition agreements. We additionally counsel our clients on potential surrounding community concerns.

Relying on our extensive experience in public procurement and public works construction law, we also provide legal advice on every aspect of construction and expansion of water and sewer systems. Our work includes development of model procurement and contract forms, resolution of bidding disputes, contract administration and bond and insurance issues.



# Representative Water and Wastewater Engagements



## Representative Water and Wastewater Engagements

WGL comprises attorneys from a variety of legal disciplines who have focused their practice in the area of water and wastewater projects, as well as other municipal infrastructure projects and matters. Representative water and wastewater engagements include the following, among numerous others:

- **Nassau County, New York** in connection with the development and negotiation of a contract to privatize operations, maintenance and management of the County's sewer system, which includes three major wastewater treatment plants, 53 sewage pump stations and approximately 3,000 miles of sewers. The sewer system is responsible for the collection, treatment and disposal of sewage in a large area of the County, with a current customer base of approximately one million. This operation and maintenance agreement is the largest water-related public-private partnership to date in the United States, with a value of more than \$1.2 billion. In addition, WGL is advising the County on a financing transaction involving the assets of the County's sewer system that may consist of a public-private partnership, concession, lease or similar transaction, which is estimated to be valued at more than \$1 billion.
- **Rockland County Sewer District No. 1, New York** in its procurement of a contractor for the operation and maintenance of its Advanced Wastewater Treatment Plant. We represented the Sewer District in the development of the facility on a DBO basis, which was the first municipal wastewater DB or DBO project in New York. We were responsible for reviewing New York law to determine whether the wastewater treatment plant could be developed pursuant to a DBO approach under the existing statutory framework. WGL assisted the Sewer District with the drafting of the procurement documents (including the RFP), the evaluation of proposals, and served as lead negotiator and principal drafter of the DBO agreement. We continue to serve as full-time outside counsel to the Sewer District, providing contract oversight and administration assistance.
- **Town of Poughkeepsie, New York** in the development and negotiation of a contract to privatize operations, maintenance and management at the two wastewater treatment facilities owned by the Town. We continue to serve as special counsel to the Town in connection with ongoing matters.
- **Town of Mansfield, Connecticut** in connection with legal issues related to the development and transition of the Town and University of Connecticut's water supply system to ensure access to additional water supply to support the Town's current operations and projected future growth and development, in a planned, sustainable and environmentally responsible manner. We worked closely with the Town to review and comment on all documentation, and provided legal advice and representation to the Town at public hearings, meetings, and proceedings.
- **City of Cranston, Rhode Island** in which members of the firm advised on one of the first long-term wastewater privatizations in the nation. The City received a concession fee, and company financing of capital improvements was included in the transaction.
- **City of Annapolis, Maryland** in its development of a new water treatment plant on a design-build basis. We drafted and negotiated the design-build agreement with the entity selected by the RFP process and advised Annapolis on all aspects of the project. Once completed, the plant will include state-of-the-art technology, replacing the city's nearly 100-year-old facility. The project is being primarily funded through the Maryland State Revolving Fund.
- **Lynn Water and Sewer Commission, Massachusetts** in connection with the procurement of the long-term operation of the Commission's wastewater treatment plant by a private operator, including the design-build of significant capital improvements thereto. Such improvements consisted of remediation of the CSO systems, a new sludge incinerator and an ash-landfill expansion. We drafted and negotiated the RFP and each of the agreements necessary for these transactions. This project involved extensive negotiations with the EPA Region 1, the United States Attorney's Office, and the Massachusetts Department of Environmental Protection related to CSO permitting, including NPDES permit modifications. WGL is currently representing the Commission with contract performance matters.

# Representative Water and Wastewater Engagements



- **Tri-Town Board of Water Commissioners, Massachusetts** in the development of a regional water treatment facility for the Towns of Braintree, Holbrook, and Randolph. The project will be completed on a design-build basis pursuant to special legislation that we drafted for the project.
- **Puerto Rico Aqueduct and Sewer Authority** in connection with the procurement of a new private operator of all its water, sewer and residual assets, worth approximately \$5 billion. This was an island-wide project with more than 200 plants and associated collection and distribution systems and residuals management assets. We drafted and negotiated an extension of the existing agreement, advised PRASA on procurement business terms and drafted and negotiated the new service agreement, which included significant system-wide capital improvements.
- **Tulsa Metropolitan Utility Authority, Oklahoma** as a member of the Infrastructure Management Group's ("IMG") team of professional advisors and consultants conducting a comprehensive assessment of the water and sewer system for the Tulsa Metropolitan Utility Authority ("TMUA"). The Team's WGL members reviewed and analyzed the legal structure, lease agreements, and operating and maintenance contracts which define TMUA governance protocols and its relationship with the City of Tulsa as it fulfills its charge to provide water and wastewater services. It also evaluated the service contracts which exist between TMUA and additional communities and identified the impacts of covenants contained within TMUA's bonds, as well as assisted with the development of strategic options, such as P3.
- **Florida Keys Aqueduct Authority** in connection with the development of an advanced wastewater treatment plant and sanitary sewer system pursuant to a design-build delivery approach. We prepared initial drafts of the design-build agreement for the project.
- **City of West Palm Beach, Florida** in which members of the firm advised on various wastewater-related matters, including use of alternative project delivery, such as design-build.
- **Lemon-Tunkhannock Joint Municipal Sewer Authority, Pennsylvania** in connection with the implementation of a DEP-mandated Act 537 Plan involving the design and construction of \$9 million sewer system for the Lake Carey area.

# Public-Private Partnership Practice Overview



## Public-Private Partnerships

Attorneys at WGL have served as legal counsel to municipalities and state agencies on numerous public-private partnership transactions. Managing Partner Teno West is a frequent speaker at conferences throughout the country regarding public-private partnership transactions. Mr. West is also the past co-chair of the National Council for Public-Private Partnerships Water Institute, through which he participated in several national roundtable discussions.

Our public-private partnership experience includes work on:

- Design and implementation of required regulatory and legislative frameworks
- Concessions, management contracts and institutional privatization arrangements
- Privatization strategy design, transaction design and supervision, legal audits, contractual drafting and negotiation, and guidance regarding post-privatization issues
- Project procurement, selection and negotiation
- Project and asset-based financing
- Corporate and municipal finance

The firm, with its unique public-private partnership experience and extensive practical municipal management resume, has assisted clients to effectively deliver projects that provide the following key benefits:

- Reduction of municipal staff and avoidance of pension liability risk
- Project savings due to risk allocation and long-term operation and maintenance benefits
- Optimization of risk allocation as a result of leveraging public and private sector strengths
- Avoidance of deferred maintenance and guarantee of continued maintenance, repair and replacement of public assets
- Improved and more efficient service delivery while maintaining control of public assets
- Increased compliance with environmental and other regulatory standards

# Representative Public-Private Partnership Engagements



## Public-Private Partnerships

WGL comprises attorneys from a variety of legal disciplines who have focused their practice in the area of public-private partnerships. Representative engagements include the following, among others:

- **Nassau County, New York** in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site — a project valued at more than \$300 million, consisting of a public-private partnership to transform the 43-year-old Coliseum and plaza into an attractive, first-class destination for sports and family entertainment. Our representation included assisting the County with obtaining private financing for the redevelopment of the Nassau Coliseum and the surrounding area; drafting an RFQ and an RFP seeking private developers for the redevelopment of the Nassau Hub; facilitating the procurement processes; negotiating the contract documents, including simultaneous lease negotiations with the selected RFP finalists; and shepherding the selected lease through the County's approval process. WGL attorneys successfully negotiated a redevelopment and lease agreement between the County and Nassau Events Center, LLC, an affiliate of Forest City Enterprises, Inc. The project will result in zero tax liability to the residents of Nassau County and will generate more than \$300 million in direct revenue to the County over the full 49-year term of the lease.
- **City of Fall River, Massachusetts** in the development of a new 130,600 square foot, three-story middle school project with an estimated value of nearly \$55 million. WGL attorneys assisted in the procurement, construction, and implementation for this project, including drafting and negotiation of numerous procurement and construction documents, and defended the City against several bid protests.
- **City of Fort Pierce, Florida** in connection with the procurement of energy performance contracting opportunities. We provided services, including procurement, project delivery selection, vendor and third-party contracting, regulatory application and compliance, as well as development of all necessary transactional documents.
- **City of Coachella, California** in which Teno West advised on the development of a City Hall complex utilizing a design-build delivery approach. This representation included the structuring of the public and private project to include various tenants as City partners.
- **County of Polk, Florida** in which Teno West served as special counsel in the County's negotiations with a private developer concerning the construction of a \$130 million mass burn facility at the County's landfill.
- **City of Taunton, Massachusetts** with respect to the negotiation and procurement to design, build and operate a solid waste management facility that involved cutting-edge solid waste conversion technology to address regional solid waste management needs.
- **City of Cranston, Rhode Island** in which Teno West advised on one of the first long-term wastewater privatizations in the nation. The City received a concession fee and company financing of capital improvements was included in the transaction.

# Additional Public Sector Engagements



## Public Sector

Attorneys at WGL have additionally provided a broad array of services to numerous public entities, which includes, among many others:

- **Rockland County Solid Waste Management Authority, New York** with the development and management of its county-wide solid waste disposal system. In such capacity, we serve as special counsel to the Authority and provide legal representation in connection with the Authority's various contractual arrangements. Representation includes:
  - Assisting the Authority in the implementation of flow control as a result of the 2007 U.S. Supreme Court flow control decision.
  - Successfully defending the Authority in litigation challenging the Authority's flow control law.
  - The development of long-term solid waste disposal options for the County, including long-haul, rail-haul and alternative solid waste disposal technology.
  - The procurement of private companies to operate the Authority's transfer stations, materials recovery facility, yard waste facilities, and concrete and asphalt crushing facility, and to transfer and dispose of materials delivered thereto, as well as to design-build improvements to such facilities.
  - The procurement of various solid waste and recyclables collection agreements.
  - The acquisition of real property through purchase and eminent domain.
  - The filing of an amicus brief regarding whether the Dormant Commerce Clause prohibits state and local governments from enacting flow control ordinances that direct solid waste to a publicly owned facility.
  - Providing contract enforcement support for the Authority's solid waste management contracts.
- **City of Annapolis, Maryland** in connection with the development of a new water treatment plant on a design-build basis. We drafted and negotiated the design-build agreement with the entity selected by the Request for Proposal ("RFP") process and advised the City on all aspects of the project. Once completed, the plant will include state-of-the-art technology, replacing the City's nearly 100-year-old facility. The project is being primarily funded through the Maryland State Revolving Fund.
- **City of Fall River, Massachusetts** in the procurement of emerging bio-solids technologies to replace a multiple-hearth incinerator that was used for treatment of wastewater treatment plant residuals. Under our leadership, the municipality conducted an international procurement to invite proposals on how to provide environmentally sound treatment of residuals, capture energy value and create distributed generation assets on the site. We were responsible for drafting the procurement documents, evaluating responses, interviewing and negotiating with proposers, and guiding the City on its steps forwards, including morphing the project into a potential waste-to-energy generation opportunity with cost-reduction and revenue enhancement for the City.
- **Town of North Hempstead Solid Waste Management Authority, New York** in the implementation of flow control as a result of the 2007 U.S. Supreme Court flow control decision through the amendment of its existing flow control laws. We also assisted the Authority in the procurement of operation and maintenance services for its transfer station and for the processing, transportation, recycling and disposal of the Town's solid waste and recyclables. WGL continues to represent the Authority as outside counsel, providing guidance and advice on various legal matters.
- **Nassau County Villages, New York** in the procurement of solid waste hauling and disposal services. We assisted in the review and evaluation of proposals and drafted an agreement to be entered into with selected proposers.

# Additional Public Sector Engagements



- **Broome County, New York** in analyzing legal alternatives and options available to the County concerning flow control.
- **County of Sullivan, New York** with respect to whether to form a County solid waste disposal district, a solid waste management authority or a resource recovery agency pursuant to New York law. Our representation also included advising the County on whether to update and enforce the County's flow control law to aid the operation of the solid waste management system for a district, an authority, or an agency. WGL attorneys also assisted the County with determining the most effective financing options for the expansion of the solid waste management system and construction of a transfer station based on the closure of its landfill.
- **City of Norwalk, Connecticut** with respect to providing guidance relating to Greenwich, Darien, East Haven, New Canaan, Weston, and Wilton, Connecticut (the "Participating Communities") in the procurement of transfer station operations, transport and disposal services for an annual combined 160,000 tons of municipal waste. This engagement included providing comprehensive review and interpretation of the contract between the cities and the Connecticut Resource Recovery Authority, which permitted the Participating Communities to conduct the procurement without having to provide a best and final offer to the owner of the waste-to-energy facility.
- **City of New Britain, Connecticut** in the procurement of a private contractor to design-build improvements to the City's existing transfer station, as well as operate such facility and transfer and dispose of municipal solid waste delivered there-to. The engagement included assisting the City in structuring an inter-municipal solid waste disposal agreement with the Bristol Resource Recovery Facility Operating Committee.
- **Town of Bourne, Massachusetts** with respect to counseling the Board of Health on the siting, development, operation and environmental permitting aspects through the Massachusetts Department of Environmental Protection's complex site assignment process for an anaerobic digestion facility. The project will be designed, built and operated within the footprint of the existing landfill. It is one of the first source-separated organics-to-energy projects to be sited in Massachusetts and the first to use multiple-feedstocks, including digester gas, LFG and leachate.
- **City of Newport, Rhode Island** in all legal phases of the design-build procurement through which it is now rebuilding a pre-existing water treatment plant while simultaneously building a second new plant, which is occurring pursuant to a consent order between the City and the Rhode Island Department of Environmental Management ("RIDEM"). Attorneys at WGL advised the City on the legal issues surrounding the design-build procurement and assisted the City with the procurement process, including preparation of a RFP, selection of proposers, and negotiation and drafting of the final design-build contract.

## Core Team Members



**Teno A. West**  
Managing Partner

Teno West serves as the Managing Partner of West Group Law PLLC. His practice focuses primarily on representing municipal governments in the areas of water and wastewater law, environmental, regulatory, public-private partnerships, solid waste management, public contracts, municipal law, litigation, procurement law, administrative law, and construction law. He is a nationally recognized expert in the areas of his practice.

Mr. West has served as the lead negotiator for the development of several cutting-edge environmental and civic municipal infrastructure projects throughout the United States. Mr. West has special experience in the development of urban renewal and municipal construction projects representing municipalities and development corporations in the procurement, construction, operation, and financing of a variety of civic projects, including sports stadiums, municipal buildings, and educational facilities. The value of infrastructure projects that he has assisted with exceeds \$10 billion. Mr. West has assisted governments with the drafting and enactment of legislation necessary for such alternative delivery methods to be lawfully implemented.

Additionally, his practice includes counseling his clients with respect to environmental infrastructure projects, including water, wastewater, combined sewer overflow, solid waste, co-composting, materials recovery, and conversion technology and waste-to-energy projects.

His litigation experience includes representing public clients on numerous matters, including in connection with challenges to legislation, environmental matters, Freedom of Information Law issues, Article 78 proceedings, project approvals, bid protests, construction claims, and contract enforcement.

Mr. West has extensive experience in representing government agencies and municipalities in the public procurement process and is a frequent lecturer on this and related subjects. His experience as a lawyer was preceded by a unique opportunity to serve as the Town Manager of Hardwick, Vermont and Town Administrator of Carlisle, Massachusetts. In his capacity as a municipal manager, he also served on regional solid waste district governing boards in both states.

Mr. West has a J.D., *cum laude*, from New England School of Law, earned a Master of Public Administration, with honors, from the University of Vermont, and attained his undergraduate degree, *cum laude*, from St. Michael's College. While attending New England School of Law, Mr. West was Lead Articles Editor of the *New England Law Review*. He is admitted to practice law in New York, New Jersey, Pennsylvania, and Massachusetts.



**Josh J. Meyer**  
Partner

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Josh Meyer has national experience in the area of infrastructure and procurement law, and routinely advises clients with respect to special contract and procurement matters. Mr. Meyer has served as lead negotiator and special procurement and contract counsel for municipal clients throughout the United States in connection with the privatization of numerous new and existing public infrastructure assets. He has drafted and negotiated complex performance-based contracts with various national and international companies relating to the private design, construction and operation of water and wastewater systems, solid waste disposal facilities and energy-related projects. In addition, Mr. Meyer has provided legal, business, risk allocation and finance advice in structuring and developing procurement and contract documents, including operation and maintenance contracts, design-build contracts, design-build-operate contracts, guaranty agreements and requests for proposals. He has advised clients on all aspects of design and construction risk allocation, project financing, land acquisition and development, vendor procurement, contract negotiation, security for performance, environmental regulatory matters and labor issues.

Mr. Meyer previously represented Nassau County, NY in connection with the development and negotiation of a contract to privatize the operation, maintenance and management of the County's sewer system, which includes three major wastewater treatment plants, 53 sewage pump stations and approximately 3,000 miles of sewers. The sewer system is responsible for the collection, treatment

and disposal of sewage in a large area of the County, and has a current customer base of approximately 1.0 million residents. In addition to his current work, Mr. Meyer recently represented Nassau County, NY in connection with the redevelopment of the Nassau Veterans Memorial Coliseum site consisting of a \$229 million public-private partnership to transform the 43-year old Coliseum and plaza into an attractive, first-class destination for sports and family entertainment. His representation included the drafting of all procurement and evaluation documents, facilitating the request for qualifications and request for proposals procurement processes, and negotiating all contract documents, including simultaneously negotiating full leases with the two selected finalists.

Mr. Meyer earned his J.D. from Brooklyn Law School and his undergraduate degree in political science from Siena College. He is admitted to practice in, and is a member in good standing of the bar of, the State of New York.





**Steven A. Torres**  
Partner

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Steven Torres has over 20 years of experience in municipal law, including construction and public-private partnerships and has been a project advisor and chief legal counsel who has managed in excess of \$1.5 billion in project value in the areas of utilities, water and wastewater, transportation, building construction and renewable energy. Attorney Torres has significant knowledge and experience in state, federal and local regulations including zoning, land use planning, and building and environmental permitting. His range of experience in state and federal regulatory permitting, enforcement, compliance and litigation includes work under the Clean Water Act, Safe Drinking Water Act, National and State Environmental Policy Acts, the Comprehensive Environmental Response, Compensation and Liability Act among others.

Attorney Torres is nationally recognized in his practice area and is a frequent lecturer, guest speaker and teacher/mentor to other practitioners. He is also an author, editor and lecturer for various national, international and regional government or industry trade groups, and co-edited the Second Edition of MCLE's "Massachusetts Municipal Law". Attorney Torres has had several essays published in the areas of labor law, international law, municipal law and constitutional law. He is a sought after speaker on municipal law, renewable energy, emerging technology and alternative delivery construction project development. Attorney Torres has been a national panelist for the Design-Build Institute of America, the National League of Cities, the American Water Works Association, the International Municipal Lawyers Association, the Solid Waste Association of North America, the Massachusetts, New Hampshire and New York municipals and bar associations and other national and regional organizations.

Prior to joining West Group Law PLLC, Attorney Torres served for thirteen years as a city attorney for four consecutive mayoral administrations in two cities. He was Corporation Counsel for the City of Fall River, Massachusetts and City Solicitor for the City of Taunton, Massachusetts.

He earned his J.D. from Suffolk University Law School, *cum laude*, and received his undergraduate degree in computer science from Daniel Webster College. He served in the U.S. Air Force from 1987-1990 as a nuclear operations officer. He is admitted to practice law in New York and Massachusetts and is a member of the Massachusetts Bar Association and the New York Bar Association.



**William J. Estes**  
Senior Counsel

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William (Bill) Estes focuses on the procurement, construction, maintenance and financing of infrastructure for the transportation, water and energy sectors. Both as a government attorney and in private practice he has counseled public authorities and state and local governments on all stages of project development using a variety of delivery methods, including public-private partnerships. In particular, Bill has provided legal advice on a number of lease and concession agreements between public owners and private operators pertaining to highway travel plazas, a 500-mile fiber-optic telecommunications system, an indoor sports arena and a countywide wastewater system.

From 2009 until 2015, Bill was General Counsel to the New York State Thruway Authority and Canal Corporation, among the nation's longest and busiest tolled roadways and oldest canal systems. He advised the Authority's Board and staff on transactional, regulatory, governance and litigation matters and participated in the \$3.9 billion design-build procurement and financing of the Tappan Zee Bridge replacement. In 2014, the New York Law Journal recognized his leadership with an "Outstanding Legal Department" award.

From 2007 until 2009, Bill was an Assistant Counsel to the Governor of New York and advised the Governor and his staff on legal, legislative and statewide policy issues pertaining to the transportation, economic development, and housing sectors. Bill began his career as an Assistant Attorney General in the New York State Office of the Attorney General and then worked as Senior Counsel at the United States Securities and Exchange Commission.

Mr. Estes earned his J.D. from the Emory University School of Law and his B.A. in English from Northwestern University. He is admitted to practice law in the States of New York, New Jersey, and Connecticut.



**Stephanie B. Kosmos**  
Senior Counsel

Stephanie Kosmos has more than fifteen years of legal experience advising clients on all phases of project development and asset ownership, including risk analysis, procurement practices and procedures, contract negotiation, asset operation, and regulatory compliance matters in the municipal infrastructure sector. She has represented governments of all sizes, including municipalities, counties, public authorities and agencies located throughout the country, as well as private companies on project development and asset ownership.

Her areas of expertise include design-build-operate and public-private partnerships for new and existing government facilities and services, including water and wastewater systems, solid waste disposal facilities and services and energy related projects.

Ms. Kosmos earned her J.D. from Boston University School of Law, where she was Editor-in-Chief for the *Probate Law Journal*, and her undergraduate degree from Boston University, College of Communication. She is admitted to practice law in New York



**William A. Lawrence**  
Senior Counsel

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William Lawrence represents municipalities and other public entities in structuring procurements and negotiating contracts for the design, construction, operation, management, and financing of public works facilities in the water/wastewater, solid waste, and social infrastructure sectors.

He has counseled on numerous issues in connection with public projects, including navigating procurement laws and other competitive bidding requirements. Mr. Lawrence has significant experience with issues at the municipal level, such as reviewing and analyzing charters, ordinances, and by-laws, as well as freedom of information and open meetings laws.

His experience includes advising on: a potential county-wide sewer system restructuring in New York; the development of a new sewer system in response to a DEP-mandated sewage plan in Pennsylvania; the planning for the procurement, on a design-build-operate basis, for a solid waste management facility that would involve cutting-edge solid waste conversion technology in Massachusetts; the statutory framework pursuant to which a large-scale wastewater P3 may be pursued in New York; ongoing issues related to the development and management of a large solid waste management authority's county-wide solid waste disposal system in New York; the implementation of a solid waste flow control law in New York; the procurement of a

construction manager at-risk contract for a groundwater desalination program in Texas; and the statutory framework for a toll road P3 project in New Jersey.

Mr. Lawrence's litigation experience includes advising public entities in connection with contract disputes, bid protests and other challenges to competitive procurements, environmental and insurance matters, and Freedom of Information Law issues.

He served as a Central Staff Court Attorney for the New York State Court of Appeals prior to entering private practice. In that role, he researched and composed memoranda of law for the Judges of the Court, analyzing all procedural and substantive issues raised in civil motions for leave to appeal, appeals selected for sua sponte resolution on the merits, and certified questions.

Mr. Lawrence earned his J.D. from Fordham University School of Law and his undergraduate degree from Villanova University. He served as a Central Staff Court Attorney for the New York State Court of Appeals prior to entering private practice. Mr. Lawrence is admitted to practice in New York.



**Lee Apotheker**  
Associate

Lee Apotheker concentrates his practice in the areas of municipal infrastructure projects, litigation, contract procurement, water and wastewater law, solid waste management, design-build and design-build-operate projects, and other alternative delivery projects. Mr. Apotheker has litigated a diverse array of matters including mechanic's liens, bid and proposal protests, challenges to governmental or agency determinations, construction claims, and insurance claims.

Mr. Apotheker earned his J.D. from Pace University School of Law, *cum laude*, and his undergraduate degree in English Language and Literature from The University of Chicago, during which time he studied at Tel-Aviv University in Ramat-Aviv, Israel. He is admitted to practice in the State of New York and the following U.S. District Courts: Southern District of New York, Eastern District of New York, Northern District of New York, and Western District of New York, as well as the U.S. Court of Appeals for the Second Circuit.



**Jillian N. Jagling**  
Associate

Jillian Jagling is an accomplished attorney with experience in both the public and private sectors. She represents and provides legal advice to public entities, including municipalities and public authorities, in connection with the construction, improvement and operation of all types of public facilities and operations, including water and wastewater facilities, municipal buildings, recreational facilities, transportation systems, solid waste management, and other public projects and facilities.

Her practice includes, structuring procurements from start to finish, including drafting and managing the procurement process, drafting and negotiating contracts, project financing, contract management and governance, as well as disputes. Many of these public projects incorporate alternative project delivery models including design-build, design-build-operate, and public private partnerships.

Ms. Jagling's previous roles include an Associate with another law firm and in-house counsel with an insurance company. Ms. Jagling also served in the United States Army Reserves for eight years, during which time she was with the 3rd Legal Support Operations Unit in Boston, MA as a paralegal.

Ms. Jagling earned her J.D. from Roger Williams University School of Law, *cum laude*, where she was Executive Articles Editor of the *Law Review*. She graduated with a B.A., *cum laude*, in English from Assumption College in Worcester, MA. She is admitted to practice law in New York, Rhode Island, Massachusetts, and the U.S. District Court for the District of Rhode Island and the U.S. Supreme Court.

COUNTY OF NASSAU

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

1. Name of the Entity: West Group Law PLLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, NY 10601

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

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Teno A. West  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Principal, Teno A. West, [REDACTED] [REDACTED]

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

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

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

None

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

None

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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: 4/27/17 Signed: Teno A. West

Print Name: Teno A. West

Title: Principal



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

## AMENDMENT NO. 8

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) West Group Law PLLC, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended and as assigned by Pannone Lopes Devereaux & West, LLC to West Group Law PLLC, effective as of March 1, 2017 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Million Seven Hundred Fifty-five Thousand Dollars (\$2,755,000.00) (the "Maximum Amount"); and

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

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

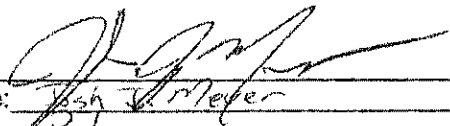
1. Term. The Term of the Original Agreement shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be July 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Ninety-Five Thousand Dollars (\$695,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000.00) (the "Amended Maximum Amount").

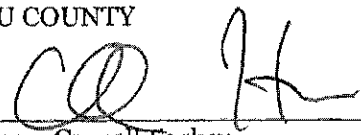
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

THE WEST GROUP LAW PLLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: July 20, 2017

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 7/19/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 20<sup>th</sup> day of July in the year 2017 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of West Camp Lane LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lauren Carlevaro  
NOTARY PUBLIC

Lauren Carlevaro  
Notary Public, State of New York  
No. 01CA6298535  
Qualified in Rockland County  
Commission Expires March 17, 2018

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

On the 20<sup>th</sup> day of July in the year 2017 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Jaclyn Delle  
NOTARY PUBLIC

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

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

Contract ID#: CQAT12000010



Department: County Attorney

Received 2/6/17

E-249-16

**Contract Details**

SERVICES: Outside Counsel

NIFS ID #: CLAT16000037 NIFS Entry Date: 10/27/2016 Term: August 1, 2011-July 31, 2017

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #7 <input checked="" 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 checked="" 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 Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]	Department Contact Jaclyn Delle
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer	Address 1 West Street Mineola, New York 11501
	Phone (914) 898-2429	Phone (516) 571-3034

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		(Signature)	
10/27/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	10/27/16	Manel Viter	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	10/28/16	(Signature)	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	10/28/16	(Signature)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	11/4/16	(Signature)	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/13/16	(Signature)	
10/1/16	County Executive	Notarization <input checked="" type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/31/16	(Signature)	

SEAL OF NASSAU COUNTY  
ALLEN G. JOHNSON



## Contract Summary

<b>Description:</b> Amendment #7 to an outside counsel contract.
<b>Purpose:</b> This is an amendment to an outside counsel contract to represent the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. The amendment increases the maximum amount of the contract by \$450,000.
<b>Method of Procurement:</b> This is a contract amendment. See below for the procurement history.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office. Based on their review of the panel, this firm was determined to be the most qualified to handle this matter.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$0.01. \$450,000.00 max increase, but no initial encumbrance, pursuant to the terms of the amendment.
<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:	

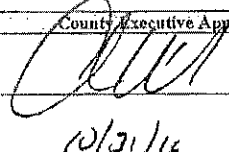

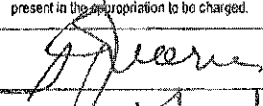
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

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: 10/31/16
Date: 12/13/16	Date: 12/13/16	(For Office Use Only)
		E #:

6.249-14

RULES RESOLUTION NO. 384 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND  
PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee  
of the Nassau County Legislature  
on 11-7-16

4 2 0 received 1  
6

WHEREAS, the County has negotiated an amendment to a personal  
services contract with Pannone Lopes Devereaux & West, LLC to provide  
legal services, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said amendment  
to a personal services contract with Pannone Lopes Devereaux & West, LLC

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC  
(CLAT16000037)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: XXXXXXXXXX

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment #1 on February 13, 2013, amendment #2 on June 7, 2013, amendment #3 on December 1, 2014, amendment #4 on November 5, 2015, and amendment #5 on June 16, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter.

**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.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

### AMENDMENT NO. 7

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Million Three Hundred Five Thousand Dollars (\$2,305,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Two Million Seven Hundred Fifty-five Thousand Dollars (\$2,755,000.00) (the "Amended Maximum Amount").

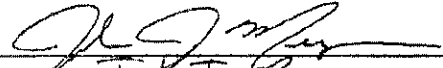
2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that there shall be no encumbrance under this Amendment. Thereafter, the Department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

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

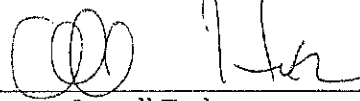
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

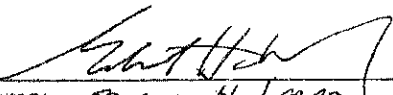
Pannone Lopes Devereaux & West, LLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: October 26, 2016

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 10/27/16

NASSAU COUNTY

By:   
Name: Edmund H. Lopez  
Title: County Executive  
☒ Deputy County Executive  
Date: 1/27/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU

*Westchester*

On the 26<sup>th</sup> day of October in the year 2016 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is ~~the~~ a partner of Pannalopes Devereaux Trust, 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.

Lauren Carlevaro  
NOTARY PUBLIC

Lauren Carlevaro  
Notary Public, State of New York  
No. 01CA6298535  
Qualified in Rockland County  
Commission Expires March 17, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 10<sup>th</sup> day of October in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Jaclyn Delle  
NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 27 day of January in the year 2017 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Francis X. Becker II  
NOTARY PUBLIC

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01385073153  
Qualified in Nassau County  
Commission Expires February 18, 1999 - *2019*

MASSACHUSETTS  
SOUTHERN DISTRICT  
JAN 13 1909

Contract ID#: CQAT12000010



Department: County Attorney

## Contract Summary

<b>Description:</b> Amendment #6 to an outside counsel contract.
<b>Purpose:</b> This is an amendment to an outside counsel contract to represent the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. The amendment extends the term for one year and increases the maximum amount of the contract by \$495,000.
<b>Method of Procurement:</b> This is a contract amendment. See below for the procurement history.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office. Based on their review of the panel, this firm was determined to be the most qualified to handle this matter.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$495,000.00 max increase pursuant to the terms of the amendment. This increases the total maximum amount of the contract from \$1,810,000 to \$2,305,000.
<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:	

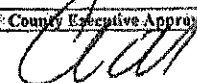





FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$495,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$495,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$495,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$495,000.00</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 
Date 	Date 	(For Office Use Only)
		E #:



RULES RESOLUTION NO. 248 2016

E-170-16

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND  
PANNONE LOPES DEVEREAUX & WEST, LLC

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

WHEREAS, the County has negotiated an amendment to a personal  
services contract with Pannone Lopes Devereaux & West, LLC to provide  
legal services, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said amendment  
to a personal services contract with Pannone Lopes Devereaux & West, LLC

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC  
(CLAT16000024)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, NY 10601

FEDERAL TAX ID #: XXXXXXXXXX

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment #1 on February 13, 2013, amendment #2 on June 7, 2013, amendment #3 on December 1, 2014, amendment #4 on November 5, 2015, and amendment #5 on June 16, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter.

**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.

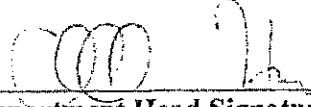
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

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

#### AMENDMENT NO. 6

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, with an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Eight Hundred Ten Thousand Dollars (\$1,810,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original term shall be extended for one (1) additional year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2017, unless sooner terminated in accordance with the provisions of this Amended Agreement.

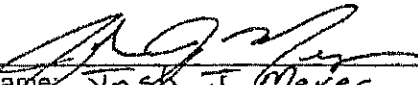
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Ninety-five Thousand Dollars (\$495,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Million Three Hundred Five Thousand Dollars (\$2,305,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.


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

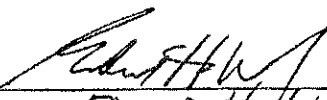
Pannone Lopes Devereaux & West, LLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: June 27, 2016

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: June 27, 2016

NASSAU COUNTY

By:   
Name: Edward H. Ward  
Title: County Executive  
☒ Deputy County Executive  
Date: 9/23/16

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

Westchester

On the 27<sup>th</sup> day of June in the year 2016 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Deaneaux West, 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. limited liability company

[Signature]  
NOTARY PUBLIC

ZACHARY KLEIN  
Notary Public, State of New York  
No. 01KLS173930  
Qualified in Nassau County  
Commission Expires Dec. 01, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 2<sup>nd</sup> day of June in the year 2016 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

[Signature]  
NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 23 day of September in the year 2020 before me personally came Edward Wans to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PET238028  
Qualified in Nassau County  
Commission Expires April 02, 2020

MASSACHUSETTS  
2016 SEP 26 PM 3 05

Contract ID#: CQAT12000010


 Certified contract received  
 Department: County Attorney/County Executive  
 6/20/16  
 E-25-16  
 6/24/15  
 LA

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000032 NIFS Entry Date: 12/02/2015 Term: August 1, 2011 - July 31, 2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment # 5 <input checked="" 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 checked="" 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 Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]	Department Contact Daniel Gregware
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer  Phone (914) 898-2429	Address One West Street Mineola, New York 11501  Phone (516) 571-1675

## 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"/>		CO 12/2	
	OMB	NIFS Approval <input type="checkbox"/>	12/10/15	William Cote	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/11/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	12/11/15	G. Amato	
	County Attorney	CA Approval as to form <input type="checkbox"/>	12/11/15	R. J. S. 8	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA <input type="checkbox"/>	12/11/15	Cocetta A. Petrucci	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
1/23/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	1/23/16	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/18/16	[Signature]	
12/14/15	County Executive	Notarization Filed with Clerk of the Leg <input type="checkbox"/>	1/14/16	[Signature]	

100-443887-100



## Contract Summary

<b>Description:</b> Amendment # 5 to outside counsel contract.
<b>Purpose:</b> To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.
<b>Method of Procurement:</b> Contract amendment. See procurement history below.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.
<b>Description of General Provisions:</b> As described above
<b>Impact on Funding / Price Analysis:</b> \$395,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1	ATGEN 1100/DE502	\$395,000.00
Control:	AT	County		\$395,000.00	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	DE502	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		<b>TOTAL</b>		<b>\$395,000.00</b>	<b>TOTAL</b>		<b>\$395,000.00</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 <i>[Signature]</i>
Name <i>Michael S. Cohen</i>	Name <i>[Signature]</i>	Date <i>11/15/16</i>
Date <i>4/5/2016</i>	Date <i>3/8/16</i>	(For Office Use Only)
		E #:

**[ Amendment in the Nature of a Substitution for e-25-16**

This Amendment deletes references to the proposed hourly rate increase under Amendment # 5 in the Contract Routing Details sheet, Comptroller Approval Form, and NIFA Contract Approval Request Form.

RECEIVED  
MASSACHUSETTS  
CLERK OF THE LEGISLATURE  
2016 JAN 15 P 4:35

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**Amendment in the Nature of a Substitution**

This Amendment deletes the proposed hourly rate increase.

E-25-16

RULES RESOLUTION NO. 25-2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-25-16  
VOTING:  
yeas 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel contract with Pannone Lopes Devereaux & West, LLC,  
a copy of which is on file with the Clerk of the Legislature; now, therefore,  
be it

RESOLVED, notwithstanding Nassau County Charter Section 11.01,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Pannone Lopes Devereaux & West, LLC.



RULES RESOLUTION NO. -

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel contract with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Pannone Lopes Devereaux & West, LLC (CLAT15000032)

**CONTRACTOR ADDRESS:** 81 Main Street, Suite 510, White Plains, New York 10601

**FEDERAL TAX ID #** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, amendment # 3 on December 1, 2014, and amendment # 4 on November 5, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The

original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department**

intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

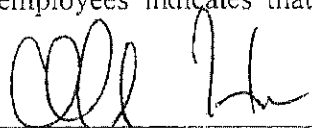
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

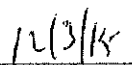
**VIII. X Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

**X. X Vendor will not require any sub-contractors.** No sub-contractors identified at this time.

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

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

  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*

## AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014, and as amended by amendment four (4), County contract amendment number CLAT15000009 executed on behalf of the County on November 5, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars (\$395,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Eight Hundred Ten Thousand Dollars (\$1,810,000.00) (the "Amended Maximum Amount").

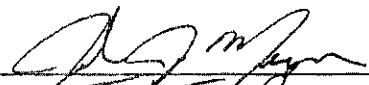
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2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

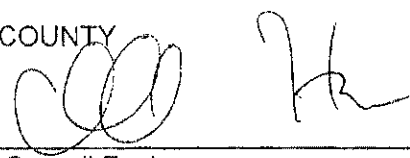
[Remainder of Page Intentionally Left Blank.]

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

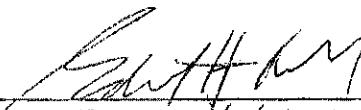
PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: John J. Meyer  
Title: Partner  
Date: December 2, 2015

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney 143/14  
Date: \_\_\_\_\_

NASSAU COUNTY

By:   
Name: Edward H. Ward  
Title: County Executive  
☒ Deputy County Executive  
Date: 6/16/16

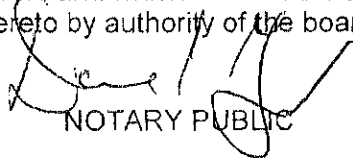
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 2<sup>nd</sup> day of December in the year 2015 before me personally came Josh S. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pamela Lopes Devereaux, LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

DANIEL P. GRIFFO  
Notary Public, State of New York  
No. 4835448  
Qualified in Suffolk County 2017  
Commission Expires December 31, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 3<sup>rd</sup> day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

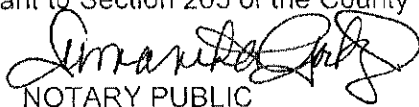
DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 0106033854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2019

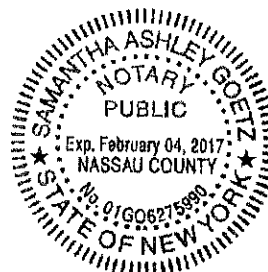
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16 day of June in the year 2016 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC





Contract ID#: CQAT12000010



Certified contract  
received on 11/6/2015 LN  
Department: County Attorney/County  
Executive

E-132-15

SERVICES: Special Counsel

## Contract Details

NIFS ID #: CLAT15000009 NIFS Entry Date: 06/22/2015 Term: August 1, 2011 - July 31, 2016

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

## Agency Information

Vendor		County Department
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]	Department Contact Daniel Gregware
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429	Address One West Street Mineola, New York 11501 Phone (516) 571-1675

## 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"/>		[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	6/24/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/3/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	7/3/15	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	07/02/2015	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	7/6/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	07/01/2015	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	07/09/15	[Signature]	8/2/15
7/6/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/6/15	[Signature]	



## Contract Summary

<b>Description:</b> Amendment # 4 to outside counsel contract.
<b>Purpose:</b> To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.
<b>Method of Procurement:</b> Contract amendment. See procurement history below.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.
<b>Description of General Provisions:</b> As described above
<b>Impact on Funding / Price Analysis:</b> \$495,000.00
<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:	

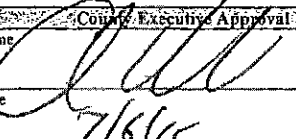

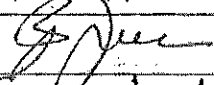
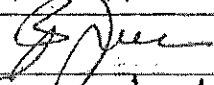
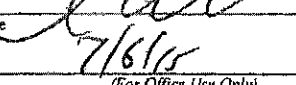
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$495,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$495,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	\$495,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$495,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 	Date: 
Date: 9/9/2015	Date: 9/9/15		(For Office Use Only)
		E #:	

RULES RESOLUTION NO. 164 - 2015

E-132-15

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-13-15  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Pannone Lopes Devereaux & West,  
LLC, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the

..... amendment to a special counsel contract entered into by the Nassau County .....  
Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Pannone Lopes Devereaux & West, LLC (CLAT15000009)

**CONTRACTOR ADDRESS:** 81 Main Street, Suite 510, White Plains, New York  
10601

**FEDERAL TAX ID #:** [REDACTED]

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, and amendment # 3 on December 1, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

**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.

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

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

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

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

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

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

- ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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

6/24/2015  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

RULES RESOLUTION NO.    – 2015

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

#### AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, and as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Twenty Thousand Dollars (\$920,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

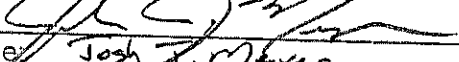
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Ninety-five Thousand Dollars (\$495,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Four Hundred Fifteen Thousand Dollars (\$1,415,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

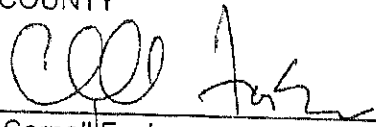


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective  
Date.


PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: Josh A. Meyer  
Title: Partner  
Date: June 19, 2015

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: June 24, 2015

NASSAU COUNTY

By:   
Name: Charles Repando  
Title: County Executive  
☒ Deputy County Executive  
Date: 11/15/15

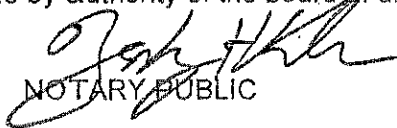
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~  
Westchester

On the 19<sup>th</sup> day of June in the year 2015 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopez Devereaux & West, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

ZACHARY KLEIN  
Notary Public, State of New York  
No. 01KL6173930  
Qualified In New York County  
Commission Expires ~~September 04, 2011~~  
December 1, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24 day of JUNE in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CAS089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2019

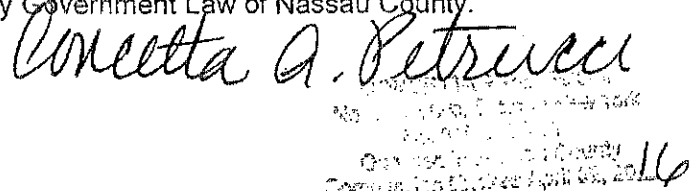
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 5<sup>th</sup> day of November in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

  
CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01CAS089854  
Qualified In Nassau County  
Commission Expires April 06, 2016

NEW YORK COUNTY CLERK'S OFFICE

Contract ID#: CQAT12000010



Certified contract  
received on 11/10/2014  
Department: County Attorney/County  
Executive

L.R.

## Contract Details

SERVICES: Special Counsel

**E-226-14**

NIFS ID #: CLAT14000030 NIFS Entry Date: 09/19/2014 Term: August 1, 2011 - July 31, 2016

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

## Agency Information

Vendor		County Department	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]	Department Contact Daniel Gregware	
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429	Address One West Street Mineola, New York 11501 Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS App'l (Dept. Head)	<input type="checkbox"/>	[Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/24/14	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	[Signature]	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA	<input type="checkbox"/>	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	[Signature]	
	County Attorney	NIFS Approval	<input type="checkbox"/>	[Signature]	
	County Comptroller	NIFS Approval	<input type="checkbox"/>	[Signature]	10/20/14
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	[Signature]	



## Contract Summary

<b>Description:</b> Amendment # 3 to outside counsel contract
<b>Purpose:</b> To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term, increases the maximum amount and increases the hourly rates of the contract.
<b>Method of Procurement:</b> Contract amendment. See procurement history below. The hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.
<b>Description of General Provisions:</b> As described above
<b>Impact on Funding / Price Analysis:</b> \$395,000.00 increase to maximum amount, but only \$100,000.00 encumbrance at this time as per the contract
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXX	1	ATGEN 1100/DE502	\$100,000.00
Control:	AT	County		\$100,000.00	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	DE502	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		<b>TOTAL</b>		<b>\$100,000.00</b>	<b>TOTAL</b>		<b>\$100,000.00</b>

RENEWAL	
% Increase	
% Decrease	

APPROVED: *J. Guisto* 7/2/14

INSURANCE SECTION DATE: 7/2/14

7

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: <i>GA</i>	Name: <i>Stefano J. Lino</i>	Date: <i>12/1/14</i>
Date: <i>11/3/14</i>	Date: <i>10/31/14</i>	<i>For Office Use Only</i>
		E #:

E. 206-14

RULES RESOLUTION NO. 235 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 10-6-14  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Pannone Lopes Devereaux & West,  
LLC, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. - 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Pannone Lopes Devereaux & West,  
LLC, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

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

**CONTRACTOR NAME:** Pannone Lopes Devereaux & West, LLC (CLAT14000030)

**CONTRACTOR ADDRESS:** 81 Main Street, Suite 510, White Plains, New York 10601

**FEDERAL TAX ID #:** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013 and amendment # 2 on June 7, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. This amendment increases the hourly rates because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

**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 service



required through an inter-municipal agreement.

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

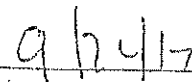
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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

  
\_\_\_\_\_  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

Pannone Lopes Devereaux & West LLC  
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone  
317 Iron Horse Way, Suite 301  
Providence, RI 02908  
(401) 824-5100  
Managing Member

Matthew A. Lopes  
317 Iron Horse Way, Suite 301  
Providence, RI 02908  
(401) 824-5100  
Member

William P. Devereaux  
317 Iron Horse Way, Suite 301  
Providence, RI 02908  
(401) 824-5100  
Member

William E. O'Gara  
317 Iron Horse Way, Suite 301  
Providence, RI 02908  
(401) 824-5100  
Member

Teno A. West  
81 Main Street, Suite 510  
White Plains, NY 10601  
(914) 898-2400  
Member

### AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannoné Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, and as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Maximum Amount"); and

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

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

1. Term Extension The Original Term shall be extended an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2016, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Payment For the period August 1, 2011 through September 30, 2014, the hourly rates provided under the Original Agreement shall remain in effect. Effective October 1, 2014, compensation for Services performed under this Amended Agreement shall be paid at the following rates: the hourly rates, whether in court or out of court, shall be Two Hundred Fifty Dollars (\$250.00) for partners, counsel, and associates, and Ninety Dollars (\$90.00) for paralegals.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars (\$395,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Nine Hundred Twenty Thousand Dollars (\$920,000.00) (the "Amended Maximum Amount").

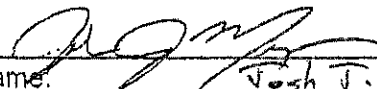
4. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars (\$100,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

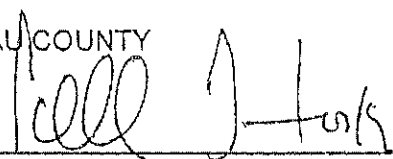
[Remainder of Page Intentionally Left Blank.]

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


PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: Josh T. Meyer  
Title: Partner  
Date: September 19, 2014

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 9/24/14

NASSAU COUNTY

By:   
Name: Richard R. Walters  
Title: County Executive  
☐ Deputy County Executive  
Date: 12/1/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 19<sup>th</sup> day of September in the year 2014 before me personally came Josh J. Weller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen NJ; that he or she is the Partner of PAVLOWE F.A.I., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DENNIS F MCDERMOTT  
Notary Public, State of New York  
No. 02MC6143:00  
Qualified in Nassau County  
Commission Expires April 03, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22<sup>nd</sup> day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1<sup>st</sup> day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETHUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract ID#: CQAT12000010


 Licensed Contract  
 received on 06/11/2013 L/N  
 Department: County Attorney/County Executive

## Contract Details

SERVICES: Special Counsel

E-94-13

NIFS ID #: CLAT13000014 NIFS Entry Date: 04/01/2013 Term: from August 1, 2011 - July 31, 2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 2 X
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]
Address 81 Main Street Suite 510 White Plains, New York 10606	Contact Person Josh Meyer Phone 914 898 2429

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501 Phone 516 571 1675

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
4/1/13	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	4/1/13	Lia LoCurto	
	OMB	NIFS Approval	4/1/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification	04/01/2013	[Signature]	
	County Attorney	CA Approval as to form	04/01/2013	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA	4/1/2013	Gregory A. Meyer	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	04/16/2013	[Signature]	
	County Comptroller	NIFS Approval	4/23/13	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	4/2/13	[Signature]	



## Contract Summary

Description: Amendment # 2

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term and increases the maximum amount

Method of Procurement: Contract amendment See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: \$300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

## Advisement Information

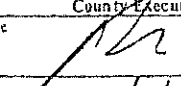

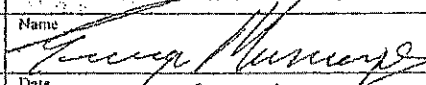
BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$300,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$300,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	\$300,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$300,000.00</b>

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: 4/7/13
Date: 4/24/13	Date: 4/23/13	E #: _____



E-94-13

RULES RESOLUTION NO/35 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4/8/13  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Pannone Lopes Devereaux & West,  
LLC, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX &  
WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Pannone Lopes Devereaux & West,  
LLC, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT13000014)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York  
10606

FEDERAL TAX ID #: [REDACTED]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

**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 service required through an inter-municipal agreement.

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lisa L. Curtis  
Department Head Signature (Chief Rep. CA.)

4/1/13  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 2  
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5115

Matthew A. Lopes  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5156

William P. Devereaux  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5106

Teno A. West  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
81 Main Street, Suite 510  
White Plains, NY 10601  
(914) 898-2497

William E. O'Gara  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5117

## AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, and as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2013, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Twenty-five Thousand Dollars (\$225,000.00) (the "Maximum Amount"); and

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

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2014, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thousand Dollars (\$300,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Amended Maximum Amount").

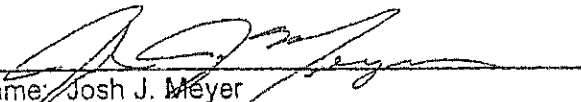
3 Full Force and Effect All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement

[Remainder of Page Intentionally Left Blank.]

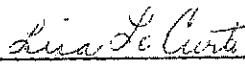


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

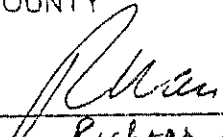
PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: March 29, 2013

NASSAU COUNTY

By:   
Name: John-Giampoli  
Title: ~~County~~ County Attorney  
Date: 4/1/13

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 6/7/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK )  
 )ss  
COUNTY OF WESTCHESTER )

On the 29th day of March in the year 2013 before me personally came Josh J. Meyer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Bergen, State of New Jersey, that he is a Partner of Pannone Lopes Devereaux & West LLC, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

ZACHARY KLEIN  
Notary Public, State of New York  
No. 01KL6173930  
Qualified in New York County  
Commission Expires September 04, 2011  
*December 1, 2015*

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

*Lisa LoCurto* On the 1 day of April in the year 2013 before me personally came ~~John Ciampoli~~ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

NINA DELUCA  
Notary Public, State of New York  
No. 01DE6199846  
Qualified in Suffolk County  
Commission Expires Jan. 20, 2017

*Nina DeLuca*

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

*Richard R. Watter* On the 7 day of JUNE in the year 2013 before me personally came *Richard R. Watter* to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract ID#: CQAT12000010


 Department: County Attorney/County Executive

 Legitimized contract  
received on 02/15/2013

 E-162-12  
SERVICES: Special Counsel

L2

## Contract Details

NIFS ID #: CLAT12000015 NIFS Entry Date: 06/12/2012 Term: from August 1, 2011 - July 31, 2013

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

## Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]
Address 81 Main Street Suite 510 White Plains, New York 10606	Contact Person Josh Meyer Phone 914 898 2429

County Department	
Department Contact Daniel Gregware	
Address One West Street Mineola, New York 11501	
Phone 516 571 1675	

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	6/20/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/12/12	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	7/12/12	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	6/21/12	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
7/10/12	LEG	Fw'd Original K to CA <input type="checkbox"/>	7/10/12	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
7/11/12	County Attorney	NIFS Approval <input type="checkbox"/>	7/11/12	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/11/12	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/11/12	[Signature]	

Contract ID#: CQAT12000010

Department: County Attorney/County Executive

## Contract Summary

<b>Description:</b> Amendment # 1
<b>Purpose:</b> Contractor will assist the County with procuring a developer or developers to privately finance redevelopment of the Nassau Hub. The Nassau Hub consists of 76 acres including the Nassau Coliseum and surrounding County-owned property. Redevelopment will be 100% privately financed and will bring sorely needed jobs, economic opportunities and revenue to Nassau County.
<b>Method of Procurement:</b> Contract amendment. See procurement history below.
<b>Procurement History:</b> The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.
<b>Description of General Provisions:</b> As described above
<b>Impact on Funding / Price Analysis:</b> \$200,000.00
<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:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$200,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$200,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	\$200,000.00
2		\$
3		\$
4		\$
5		\$
6	SECTION	\$
<b>TOTAL</b>		<b>\$200,000.00</b>

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 <i>[Signature]</i>
Name <i>[Signature]</i>	Name <i>[Signature]</i>	Date <i>7/11/12</i>
Date <i>11/8/13</i>	Date <i>1/7/13</i>	E #: _____ (For Office Use Only)

RULES RESOLUTION NO. <sup>211</sup>2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY  
ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9/10/12  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. -- 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY  
ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the County Attorney has executed an amendment to a  
special counsel agreement with Pannone Lopes Devereaux & West, LLC, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the County  
Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Pannone Lopes Devereaux & West, LLC (CLAT12000015)

**CONTRACTOR ADDRESS:** 81 Main Street, Suite 510, White Plains, New York 10606

**FEDERAL TAX ID #:** [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 11, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.



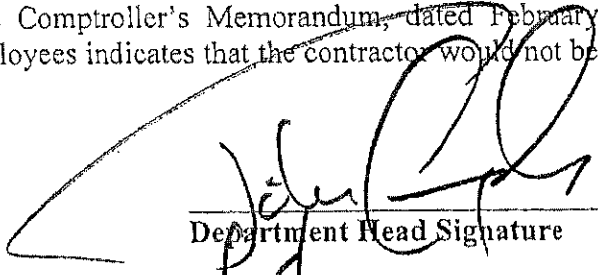
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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

6/13/2012  
\_\_\_\_\_  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

Amendment No. 1  
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5115

Matthew A. Lopes  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5156

William P. Devereaux  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5106

Teno A. West  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
81 Main Street, Suite 510  
White Plains, NY 10601  
(914) 898-2497

William E. O'Gara  
Principal and Partner  
Pannone Lopes Devereaux & West LLC  
317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
(401) 824-5117

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

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

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2013, unless sooner terminated in accordance with the provisions of this Amended Agreement.

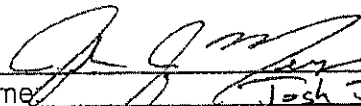
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars (\$200,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Two Hundred Twenty-five Thousand Dollars (\$225,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

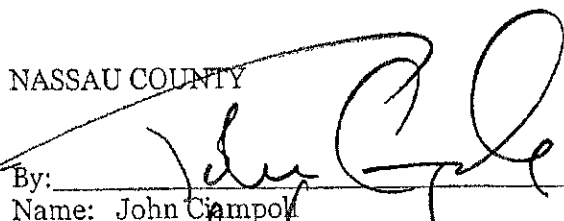
[Remainder of Page Intentionally Left Blank.]

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

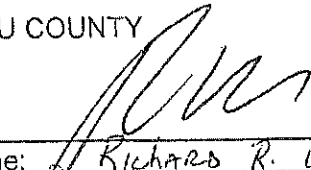
PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: June 7, 2012

NASSAU COUNTY

  
By: \_\_\_\_\_  
Name: John Ciampoli  
Title: County Attorney  
Date: 6/15/2012

NASSAU COUNTY

  
By: \_\_\_\_\_  
Name: Richard R. Wagner  
Title: ☒ County Executive  
☐ Deputy County Executive  
Date: 2/13/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Westchester

On the 7<sup>th</sup> day of June in the year 2012 before me personally came Josh Major to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereaux + West, 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.

Zachary Klein  
NOTARY PUBLIC

ZACHARY KLEIN  
Notary Public, State of New York  
No. 01KL8173930  
Qualified in New York County  
Commission Expires September 04, 2011  
December 1, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 15 day of June in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano  
NOTARY PUBLIC

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of February in the year 2013 before me personally came Richard L. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci  
CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE0250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract ID#:CQATI2000010

Department: County Attorney/County Executive

*Certified Contract  
received on 05/23/2012*

*h*

**Contract Details**

SERVICES: Special Counsel

NIFS ID #: CQATI2000010 NIFS Entry Date: 04/16/2012 Term: from August 1, 2011 - July 31, 2012

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

**Agency Information**

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# [REDACTED]
Address 81 Main Street Suite 510 White Plains, New York 10606	Contact Person Josh Meyer
	Phone 914 898 2429

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501
Phone 516 571 1675

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	4/20/12	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/22/12	County Attorney	CA RE&I Verification <input type="checkbox"/>	4/22/12	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	04/23/2012	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	04/23/2012	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/1/12	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/1/12	<i>[Signature]</i>	

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

## Contract Summary

Description: Original Contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

Method of Procurement: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Procurement History: New contract.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: \$25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

## Advisement Information

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

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$25,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	\$25,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$25,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

<b>NIFS Certification</b> I certify that this document was accepted into NIFS Name: <i>SW</i> Date: <i>5/9/12</i>		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>J. Key</i> Date: <i>5/5/12</i>		<b>County Executive Approval</b> Name: <i>[Signature]</i> Date: <i>5/16/12</i> E #: <i>[Blank]</i> (For Office Use Only)	
--	--	---	--	--	--



George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Pannone Lopes Devereaux & West, LLC (CQAT12000010)

**CONTRACTOR ADDRESS:** 81 Main Street, Suite 510, White Plains, New York 10606

**FEDERAL TAX ID #:** [REDACTED]

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

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

**~~H. ☐ The contractor was selected pursuant to a Request for Proposals.~~**

~~The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of:~~

~~\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.~~

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

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

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

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- X B. The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

**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 110, the department is purchasing the services

required through an inter-municipal agreement.

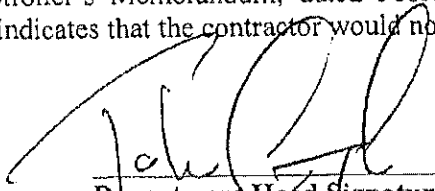
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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

4/17/2012  
\_\_\_\_\_  
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.

### SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office at 81 Main Street, Suite 510, White Plains, New York 10606 ("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.

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

1. Term. This Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this Agreement, provided, ~~however, the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.~~

2. Services. (a) The services to be provided by Counsel under this Agreement ("Services") shall consist of representing the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"). Compensation for Services shall be paid in accordance with the following rates: the hourly rates, whether in court or out of court, of Two Hundred Twenty-five Dollars (\$225.00) for partners, counsel and associates, and Ninety Dollars (\$90.00) for paralegals. Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees 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 bill stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, and contains a detailed itemized list of reasonable and necessary expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by

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

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. 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 limit 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 Attorney, 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 County Attorney, at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection.

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

~~15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:~~

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The 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 Department head at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

~~(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.~~

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as

not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals and any third-party approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

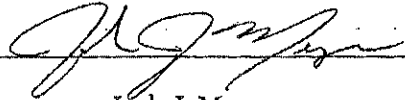
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds ~~appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for~~ this Agreement are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

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

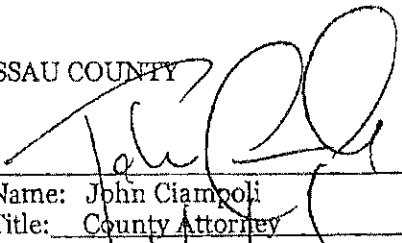
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective date.


PANNONE LOPES DEVEREAUX & WEST, LLC

By:   
Name: Josh J. Meyer  
Title: Partner  
Date: April 6, 2012

NASSAU COUNTY

By:   
Name: John Ciampoli  
Title: County Attorney  
Date: 4/17/2012

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 5/11/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

(SS:

COUNTY OF NASSAU)

On the 6<sup>th</sup> day of April in the year 2012 before me, the undersigned, personally appeared José Martí, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

LEE D. APOTHEKER  
Notary Public - State of New York  
No. 02AP6239413  
Qualified in King County  
Commission Expires April 18, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17 day of April in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he ~~resides in the County of Nassau; that he is County Attorney 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 1101 of the County Government Law of Nassau County.~~

NOTARY PUBLIC

Una Deputada

**NINA DELUCA**  
Notary Public, State of New York  
No. 01DEB199846  
Qualified in Suffolk County  
Commission Expires Jan. 20, 2013

STATE OF NEW YORK

)SS:

COUNTY OF NASSAU)

On the 11 day of MAY in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is 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

CONGETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE6259025  
Qualified in Nassau County  
Commission Expires April 02, 2016

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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(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.

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(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.

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(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,

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

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

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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.

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~~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.

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Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The Principal of Contractor is:

Teno A. West

(Name)

81 Main Street, Suite 510, White Plains, NY 10601

(Address)

(914) 898-2400

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

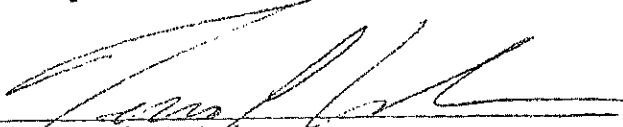
N/A

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

April 6, 2012

Dated \_\_\_\_\_

  
Signature of Principal

Teno A. West

\_\_\_\_\_  
Name of Principal

Sworn to before me this

\_\_\_\_ 6th \_\_\_\_ day of \_\_\_\_ April \_\_\_\_\_, 2012.

  
\_\_\_\_\_  
Notary Public

LEE D. APOTHEKER  
Notary Public - State of New York  
No. 02AP6239413  
Qualified In King County  
Commission Expires April 18, 2015