



E-248-17

NIFS ID:CQBU18000001 **Department:** Budget**Capital:**

SERVICE: Indigent Legal Services

Contract ID #:CQBU18000001 NIFS Entry Date: 20-NOV-17 Term: from 01-JAN-18 to 31-DEC-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

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

Vendor Info:	
Name: N.C. Bar Association - Assigned Counsel	Vendor ID#: 112164392
Address: 15th and West Street Mineola, NY 11501	Contact Person: Robert Nigro
	Phone: 516-747-8448

Department:	
Contact Name: Irfan Qureshi	
Address: 1 West Street Mineola, NY 11501	
Phone: 516-571-0462	

2017 DEC 11 10 12:19
 NASSAU COUNTY
 CLERK OF SUPREME COURT

Routing Slip

Department	NIFS Entry: X	21-NOV-17 -- IQURESHI
Department	NIFS Approval: X	21-NOV-17 -- IQURESHI
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	24-NOV-17 -- RDALLEVA
OMB	NIFS Approval: X	21-NOV-17 -- MRONAN
County Atty.	Insurance Verification: X	22-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	22-NOV-17 -- DGREGWARE
Dep. CE	Approval: X	11-DEC-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	08-DEC-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To comply with Section 722 of the County Law which requires the County to contract with the local bar association for the provision of assigned counsel to indigent criminal defendants and certain civil litigants.
Method of Procurement: Sole source
Procurement History: The County has been providing counsel to the indigent through the local bar association for many years.
Description of General Provisions: Pursuant to County Law, the County is mandated to provide legal representation to criminal defendants and civil litigants in certain Family Court and Surrogate Court proceedings. Legal representation is provided through the Legal Aid Society and through a panel of private attorneys screened by the Nassau County Bar Association. Panel attorneys are paid in accordance with a fee schedule established by the State. This contract will fund the administration of the program by the Bar Association and the cost associated with attorneys and expert witnesses for the period 1/1/18 through 12/31/18. The funds encumbered reflect the administration costs only and not the total contract amount.
Impact on Funding / Price Analysis: The 2018 budgeted amount is \$7,648,989. (\$405,385 for Administrative Expenses & \$7,243,604 for Attorneys and Experts Fees). The requested contract approval is for the full amount \$7,648,989 however, \$405,385 is to be encumbered.
Change in Contract from Prior Procurement: \$348,989 or 4.78% increase for fiscal year 2018.
Recommendation: (approve as submitted) approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		1	BUGEN1740 67967	\$ 405,385.00
Resp:	1740	Contract:				\$ 0.00
Object:	67	County	\$ 405,385.00			\$ 0.00
Transaction:	967	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 405,385.00		TOTAL	\$ 405,385.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** N.C. Bar Association - Assigned Counsel

2. **Dollar amount requiring NIFA approval:** \$7648989

Amount to be encumbered: \$405385

This is a New

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:**

Has work or services on this contract commenced? N

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To comply with Section 722 of the County Law which requires the County to contract with the local bar association for the provision of assigned counsel to indigent criminal defendants and certain civil litigants.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA

24-NOV-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 A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND THE NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Bar Association Assigned Counsel Defender Plan, Inc., in relation to the provision of legal services to the indigent, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Nassau County Bar Association Assigned Counsel Defender Plan, Inc.

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: Nassau County Bar Association – Assigned Counsel
Defender Plan

CONTRACTOR ADDRESS: 15th & West Streets Mineola, NY
11501

FEDERAL TAX ID #: 112164392

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 parties 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, the highest-ranking proposer was selected.

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

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

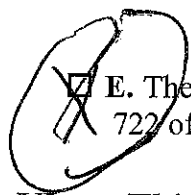
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor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

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

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

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

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



☒ E. The contractor was selected by the County through legislation as a way to comply with Section 722 of the County law.

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

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

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

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

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

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

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


Department Head Signature

11/21/17
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 3 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

See letter attached

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.

NASSAU COUNTY BAR ASSOCIATION ASSIGNED.

Vendor: Counsel Defender PLAN, INC.

Dated: 10/11/17

Signed: [Signature]

Print Name: Robert M. Nigro

Title: Administrator



**NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.**

ROBERT M. NIGRO
ADMINISTRATOR

15TH AND WEST STREETS
MINEOLA, NY 11501

TEL: 516-747-8448
FAX: 516-873-8032
web: nassau18b.org

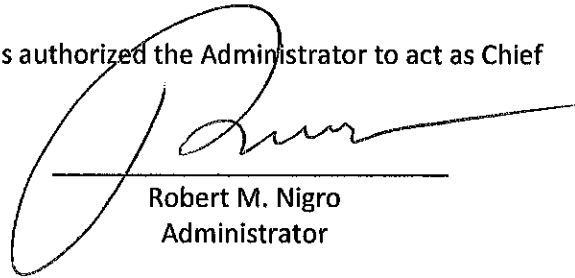
October 12, 2017

To Whom It May Concern:

The Nassau County Bar Association Assigned Counsel Defender Plan, Inc. has not made any contributions to any political campaigns before or since 4/1/16.

No Officer or Employee of the Corporation has made any contributions, either on behalf of, or for the benefit of the Corporation. Nor has any one requested, or exerted any pressure or benefit to induce any contribution by or on behalf of the Corporation.

The President of the Corporation has authorized the Administrator to act as Chief Operating Officer in signing this disclosure form.



Robert M. Nigro
Administrator



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

*The Nassau County Bar Association
Assigned Counsel Defender Plan, INC. is
not a lobbyist, or a lobbying organization
See Memorandum attached.*

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

NO

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

None

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

None

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

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Dated: 10/10/17

Signed:

Robert M. Nigro

Print Name:

Robert M. Nigro

Title:

ADMINISTRATOR

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



ROBERT M. NIGRO
ADMINISTRATOR

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

15TH AND WEST STREETS
MINEOLA, NY 11501

TEL: 516-747-8448
FAX: 516-873-8032
web: nassau18b.org

Memorandum

Although, some of the efforts of the Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (ACDP), may have the effect of influencing determinations by Nassau County as the result of the negotiation, preparation and administration of an annual contract between the County and the ACDP, or with agreements between these entities relating to grants awarded to the County by the NYS Office of Indigent Legal Services, and while both the Annual Contract and the Grant agreements involve the disbursement of public monies, the ACDP is NOT a lobbying organization, as it is not retained, employed or designated by any client for the purpose of promoting any matters before Nassau County Legislature or its agencies, nor is its' Administrator paid for engaging in such conduct. The ACDP is only a vendor of services to the County, and exists only to assist the County in fulfilling its statutory obligation to provide indigent legal services.

Furthermore, the Assigned Counsel Defender Plan, Inc. is not a business entity, and has no "Principals" or "Owners" as those terms are defined in business or commercial parlance.

10/12/17

PRINCIPAL QUESTIONNAIRE FORM

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

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. * Principal Name Robert M. Nigro
Date of birth 06/02/1949
Home address 31 Hilary Drive
City/state/zip Bayville, NY 11709
Business address 15th and West Street
City/state/zip MINEOLA, NY 11501
Telephone 516-747-8448
Other present address(es) NONE
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

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

President ____/____/____ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____

* Chief Exec. Officer 01/01/2011 Secretary ____/____/____

Chief Financial Officer ____/____/____ Partner ____/____/____

Vice President ____/____/____

(Other) _____

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

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

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

* There are no officers or other individuals who hold any percentage of interest in this Not-for-Profit Corporation. R. Nigro

Rev. 3-2016

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

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

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

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

CERTIFICATION

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

I, Robert M. Nigro 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 12 day of October 2017

JOANNE FERRANTE
Notary Public, State of New York
No. 01FE4896097
Qualified in Nassau County
Commission Expires May 18, 2019

Joanne Ferrante
Notary Public

NASSAU COUNTY BAR ASSOCIATION Assigned Counsel Defender PCW, INC.
Name of submitting business

Robert M. Nigro
Print name

[Signature]
Signature

ADMINISTRATOR
Title

10 / 12 / 17
Date

NASSAU COUNTY BAR ASSOCIATION

2017-2018

BOARD OF DIRECTORS

OFFICERS

Steven G. Leventhal President	15 Remsen Ave. Roslyn, NY 11576	Phone: 484-5440 Fax: 484-2710 Email: sleventhal@lcmblaw.com
Elena Karabatos President-Elect *	200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: ekarabatos@soklaw.com
Richard D. Collins Vice-President	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: rcollins@cgmbsq.com
Dorian R. Glover Treasurer	600 Franklin Ave. P.O. Box 8089 Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: dgloveresq@msn.com
Gregory S. Lisi Secretary	333 Earle Ovington Blvd. Ste. 1010 Uniondale, NY 11553	Phone: 248-1700 Fax: (866) 786-3783 Email: glisi@forchellilaw.com
Martha Krisel Immediate Past President *	60 Charles Lindbergh Blvd. Uniondale, NY 11553	Phone: 227-7130 Fax: 227-8433 Email: Martha.Krisel@hhsnassaucountyny.us

ELECTED DIRECTORS

Mary Ann Aiello 2020	666 Old Country Road, Ste. 302 Garden City, NY 11530	Phone: 747-1131 Fax: 794-3363 Email: maa@aiellolaw.com
Andrea M. Brodie 2019	3 Dakota Dr., Ste.300 Lake Success, NY 11042	Phone: 368-9432 Fax: 368-9506 Email: abrodie@abramslaw.com
Lisa A. Cairo 2019	300 Garden City Plaza 5 th Floor Garden City, NY 11530	Phone: 746-8000 Fax: 393-8282 Email: lcairo@jaspanllp.com
Adam D'Antonio 2018	1415 Kellum Place Suite 209 Garden City, NY 11530	Phone: 299-8090 Fax: 387-1187 Email: adam@adantoniolaw.com
Christopher DelliCarpini 2019	1050 Franklin Ave. Ste. 402 Garden City, NY 11530	Phone: 307-8818 Fax: 307-8819 Email: chris@dellicarpinilaw.com
Maureen Dougherty 2019	1122 Franklin Ave. Ste. 406 Garden City, NY 11530	Phone: 248-2424 Fax: 248-1302 Email: mdougherty@mcmdlaw.com
Samuel J. Ferrara 2020	3 Dakota Dr., Ste. 300 Lake Success, NY 11042	Phone: 328-1316 Fax: 328-6638 Email: sferrara@abramslaw.com

* NOT OFFICERS OF THE ASSIGNED COUNSEL DEFENDER
PLAN, INC.

Mary P. Giordano 2020	1050 Franklin Ave., Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: mpg@elderlawfg.com
Mark E. Goidell 2019	666 Old Country Rd. Ste. 700 Garden City, NY 11530	Phone: 683-0001 Fax: 228-0383 Email: mark@goidell.com
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Jennifer L. Koo 2020	673 Deer Park Ave. Deer Park, NY 11746	Phone: (631) 491-1500 Fax: (631) 491-1515 Email: jkoo@salestaxdefense.com
Mili Makhijani 2020	1195 5 th . Avenue E. Northport, NY 11731	Phone: 493-3219 Email: mmakhija@nycourts.gov
Kevin P. McDonough 2018	100 Quentin Roosevelt Blvd., Ste. 402 Garden City, NY 11530	Phone: 357-3700 Fax: 296-9155 Email: kmcdonough@cullenanddykman.com
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Kevin P. Mulry 2019	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: kmulry@farrellfritz.com
E. Christopher Murray 2020	1425 RXR Plz. East Tower, Flr. 15 Uniondale, NY 11556	Phone: 663-6515 Fax: 663-6715 Email: emurray@rmfpc.com
Sondra K. Pardes 2018	21 Devonshire Drive New Hyde Park, NY 11040	Phone: 741-2111 Email: judgepardes@gmail.com
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PAST PRESIDENT DIRECTORS

Hon. M. Hallsted Christ	Mallard Point Farm, 32123 Clarks Wharf Rd. Trappe, MD 21673	Phone: 410-476-5050 Fax: Email:
Hon. Lance D. Clarke	250 Nassau Blvd.Flr.2 Garden City, NY 11530	Phone: 486-2693 Fax: 489-1070 Email: cookeclarkeesq@optonline.net
Hon. John R. Dunne	Whiteman Osterman One Commerce Plaza Albany, NY 12260	Phone: 518-487-7600 Fax: 518-487-7777 Email: jdunne@woh.com
Emily F. Franchina	1050 Franklin Ave. Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: eff@elderlawfg.com
Marc C. Gann	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: mgann@cgmbesq.com
Stephen J. Gassman	666 Old Country Road, Ste, 801 Garden City, NY 11530	Phone: 228-9181 Fax: 745-6712 Email: sgassman@gbgmatlaw.com
Frank Giorgio, Jr.	5001 SE Brandywine Way Stuart, FL 34997	Phone: (772) 210-6895 Fax: Email: frank.giorgio.jr.esq@gmail.com
Douglas J. Good	Ruskin Moscou Faltischek, P.C. 1425 RXR Plaza, East Tower, 15 th Floor Uniondale, NY 11556	Phone: 663-6630 Fax: 663-6830 Email: dgood@rmfpc.com
Hon. Frank A. Gulotta Jr.	41 Canterbury Rd. Woodbury, NY 11797	Phone: 921-7587 Fax: Email: frank.gulotta.jr@gmail.com
Hon. Susan T. Kluewer	Nassau County District Ct 99 Main Street Hempstead, NY 11550 Mail: 59 Woodland Ave Rockville Centre, NY 11570	Phone: 493-4285 Fax: 572-2507 Email: skluewer@nycourts.gov

A. Thomas Levin	Meyer Suozzi English & Klein, PC 990 Stewart Avenue, Ste. 300 PO Box 9194 Garden City, NY 11530	Phone: 592-5704 Fax: 741-6706 Email: atl@atlevin.com
Peter H. Levy	366 North Broadway, Ste., LW-1 Jericho, NY 11753	Phone: 822-5800 Fax: 822-5848 Email: phlatty.1@juno.com
Harold A. Mahony	300 Garden City Plaza, 5 th . Floor Garden City, NY 11530	Phone: 393-8243 Fax: Email: mommahony@gmail.com
Peter J. Mancuso	272 Old Country Road Mineola, NY 11501 Mail: 917 Oakland Ct. N. Bellmore, NY 11710	Phone: 571-3343 Fax: 571-0806 Email: mancuso917@aol.com
Kenneth L. Marten	1025 Old Country Rd., Ste. 404 Westbury, NY 11590	Phone: 747-5800 Fax: 333-0654 Email: kmartloon@aol.com
John P. McEntee	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0608 Fax: 336-2219 Email: jmcentee@farrellfritz.com
Christopher T. McGrath	Sullivan Papain Block McGrath & Cannavo 1140 Franklin Ave., Ste. 200 Garden City, NY 11530	Phone: 742-0707 Fax: 742-7350 Email: cmcgrath@triallaw1.com
M. Kathryn Meng	Meng & Associates, PC 200 Willis Ave. Mineola, NY 11501	Phone: 683-0901 Fax: 683-0907 Email: kmeng@menglawgroup.com
Grace D. Moran	265 Sunrise Highway, Suite 61 Rockville Centre, NY 11570	Phone: 678-6660 Fax: 678-6661 Email: gmoran@mka-law.com
Michael J. Ostrow	Schlissel Ostrow Karabatos, PLLC 200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: mostrow@soklaw.com
Marian C. Rice	1001 Franklin Ave., 3 rd Floor Garden City, NY 11530	Phone: 837-7415 Fax: 294-8202 Email: mrice@lbcclaw.com

Susan Katz Richman	99 Main St. Hempstead, NY 11550 Mail: 2938 Hewlett Ave Merrick, NY 11566	Phone: 493-4180 Email: srichman@nycourts.gov
Edward T. Robinson III	207 Sutler Place Mount Juliet, TN 37122	Phone: 615-758-7462 Fax: Email: edrobinson14@hotmail.com
Joseph W. Ryan Jr.	225 Old Country Road Melville, NY 11747	Phone: 631-629-4968 Fax: 631-629-4970 Email: joeryanlaw@earthlink.net
Jon N. Santemma	400 RXR Plz. Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jsantemma@farrellfritz.com
William M. Savino	Rivkin Radler, LLP 926 RXR Plaza Uniondale, NY 11556	Phone: 357-3349 Fax: 357-3333 Email: william.savino@rivkin.com
Andrew J. Simons	St. John's Law School 8000 Utopia Parkway Jamaica, NY 11439	Phone: 718-990-6098 Fax: 718-990-6699 Email: simonsa@stjohns.edu
Owen B. Walsh	P.O. Box 448 Madison, CT 06443	Phone: 922-7300 Email: obwdvw@aol.com
Hon. Frank E. Yannelli	105 Roxen Road Rockville Centre, NY 11570	Phone: 536-4437 Fax: Email:
Arlene Zalayet	60 Andover Road Roslyn Heights, NY 11577	Phone: 528-0687 Fax: Email: arlene.zalayet@libertymutual.com

NASSAU ACADEMY OF LAW DEAN

Thomas J. Foley	666 Old Country Road Ste. 305 Garden City, NY 11530	Phone: 741-1110 Fax: 741-9171 Email: tom@foleygriffin.com
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YOUNG LAWYER COMMITTEE CHAIR

Jamie A. Rosen (Co-Chair)	3 Dakota Drive, Ste. 300 Lake Success, NY 11042	Phone: 592-5857 Fax: 328-6638 Email: jrosen@abramslaw.com
John C. Stellakis (Co-Chair)	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jstellakis@farrellfritz.com

APPOINTED NYSBA DELEGATES

Deborah S. Barcham	203 Northwood Ct. Jericho, NY 11753	Phone: 294-8844 Fax: 294-8202 Email: dbarcham@lbcclaw.com
Christopher J. Clarke	400 Garden City Plz. Ste. 202 Garden City, NY 11530	Phone: 873-2000 Fax: 873-2010 Email: cclarke@morittthock.com
Marilyn K. Genoa	12 Jaegger Dr. Old Brookville, NY 11545	Phone: 759-7940 Fax: 674-9425 Email: mkgenoa@genoaandassociates.com
Dorian R. Glover	600 Franklin Ave. P.O. Box 8089 Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: dgloveresq@msn.com
Hon. John L. Kase	1325 Franklin Ave., Ste. 225 Garden City, NY 11530	Phone: 746-4300 Fax: Email: jlkase@yahoo.com
Elizabeth D. Pessala	235 Lincoln Place Westbury, NY 11590	Phone: 334-1700 ext. 116 Email: edpessala@gmail.com
Sanford Strenger	97 Powerhouse Rd., Ste. 102 Roslyn Heights, NY 11577	Phone: 625-1700 Fax: 625-1795 Email: sstrenger@sgnblaw.com

ALTERNATE DELEGATES TO NYSBA

Kevin P. Mulry	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: kmulry@farrellfritz.com
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As of 8/24/2017

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: 10/10/17

1) Proposer's Legal Name: NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.

2) Address of Place of Business: 15TH AND WEST STREETS, MINEOLA, NY 11501

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): NONE

Phone: 516-747-8448

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 11-2164392

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) NOT-FOR-PROFIT

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

Yes ☒ No ☐ If Yes, please provide details: OCCUPIES RENTED SPACE
IN THE BUILDING OWNED BY THE NASSAU COUNTY BAR ASSOCIATION, INC

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. THE PROPOSER HAS THE SAME OFFICERS AND DIRECTORS AS THE NASSAU COUNTY GAA ASSOCIATION INC
- 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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.

IN THE EVENT THAT A POTENTIAL CONFLICT ARISES THE ADMINISTRATOR WILL NOTIFY THE COUNTY OF THE POTENTIAL CONFLICT AND HAVE THE COUNTY DETERMINE IF AN ACTUAL CONFLICT EXISTS.

- 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. *A history of the Assigned Counsel Defender Plan is Attached.*

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

- i) Date of formation; *5/22/1992*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *NONE*
- iii) Name, address and position of all officers and directors of the company; *See List Attached AS EXHIBIT E, PP 11-17.*
- iv) State of incorporation (if applicable); *New York*
- v) The number of employees in the firm; *FIVE (5)*
- vi) Annual revenue of firm; *NONE*
- vii) Summary of relevant accomplishments *See History, Attached*
- viii) Copies of all state and local licenses and permits. *NONE*

- B. Indicate number of years in business. *FIFTY-ONE (51), TWENTY-FOUR (24) AS A CORPORATION.*
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *NONE*
- 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 *NONE, SINCE THE PROPOSER'S SERVICES ARE ONLY PROVIDED TO NASSAU COUNTY*

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company None

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company None

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City/State _____

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Fax # _____

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Ross L. Schiller 2018	1600 Front St., Ste. 8 East Meadow, NY 11554	Phone: 280-9727 Email: ross@rlslawfirm.com
Peter B. Skelos 2018	333 Earle Ovington Blvd. Ste. 1010 Uniondale, NY 11533	Phone: 248-1700 Fax: 248-1729 Email: pskelos@forchellilaw.com

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PAST PRESIDENT DIRECTORS

Hon. M. Hallsted Christ	Mallard Point Farm, 32123 Clarks Wharf Rd. Trappe, MD 21673	Phone: 410-476-5050 Fax: Email:
Hon. Lance D. Clarke	250 Nassau Blvd.Flr.2 Garden City, NY 11530	Phone: 486-2693 Fax: 489-1070 Email: cookeclarkeesq@optonline.net
Hon. John R. Dunne	Whiteman Osterman One Commerce Plaza Albany, NY 12260	Phone: 518-487-7600 Fax: 518-487-7777 Email: jdunne@woh.com
Emily F. Franchina	1050 Franklin Ave. Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: eff@elderlawfg.com
Marc C. Gann	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: mgann@cgmbesq.com
Stephen J. Gassman	666 Old Country Road, Ste, 801 Garden City, NY 11530	Phone: 228-9181 Fax: 745-6712 Email: sgassman@gbgmatlaw.com
Frank Giorgio, Jr.	5001 SE Brandywine Way Stuart, FL 34997	Phone: (772) 210-6895 Fax: Email: frank.giorgio.jr.esq@gmail.com
Douglas J. Good	Ruskin Moscou Faltischek, P.C. 1425 RXR Plaza, East Tower, 15 th Floor Uniondale, NY 11556	Phone: 663-6630 Fax: 663-6830 Email: dgood@rmfpc.com
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Hon. Susan T. Kluewer	Nassau County District Ct 99 Main Street Hempstead, NY 11550 Mail: 59 Woodland Ave Rockville Centre, NY 11570	Phone: 493-4285 Fax: 572-2507 Email: skluewer@nycourts.gov

A. Thomas Levin	Meyer Suozzi English & Klein, PC 990 Stewart Avenue, Ste. 300 PO Box 9194 Garden City, NY 11530	Phone: 592-5704 Fax: 741-6706 Email: atl@atlevin.com
Peter H. Levy	366 North Broadway, Ste., LW-1 Jericho, NY 11753	Phone: 822-5800 Fax: 822-5848 Email: phlatty.1@juno.com
Harold A. Mahony	300 Garden City Plaza, 5 th . Floor Garden City, NY 11530	Phone: 393-8243 Fax: Email: mommahony@gmail.com
Peter J. Mancuso	272 Old Country Road Mineola, NY 11501 Mail: 917 Oakland Ct. N. Bellmore, NY 11710	Phone: 571-3343 Fax: 571-0806 Email: mancuso917@aol.com
Kenneth L. Marten	1025 Old Country Rd., Ste. 404 Westbury, NY 11590	Phone: 747-5800 Fax: 333-0654 Email: kmartloon@aol.com
John P. McEntee	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0608 Fax: 336-2219 Email: jmcentee@farrellfritz.com
Christopher T. McGrath	Sullivan Papain Block McGrath & Cannavo 1140 Franklin Ave., Ste. 200 Garden City, NY 11530	Phone: 742-0707 Fax: 742-7350 Email: cmcgrath@triallaw1.com
M. Kathryn Meng	Meng & Associates, PC 200 Willis Ave. Mineola, NY 11501	Phone: 683-0901 Fax: 683-0907 Email: kmeng@menglawgroup.com
Grace D. Moran	265 Sunrise Highway, Suite 61 Rockville Centre, NY 11570	Phone: 678-6660 Fax: 678-6661 Email: gmoran@mka-law.com
Michael J. Ostrow	Schlissel Ostrow Karabatos, PLLC 200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: mostrow@soklaw.com
Marian C. Rice	1001 Franklin Ave., 3 rd Floor Garden City, NY 11530	Phone: 837-7415 Fax: 294-8202 Email: mrice@lbcclaw.com

Susan Katz Richman	99 Main St. Hempstead, NY 11550 Mail: 2938 Hewlett Ave Merrick, NY 11566	Phone: 493-4180 Email: srichman@nycourts.gov
Edward T. Robinson III	207 Sutler Place Mount Juliet, TN 37122	Phone: 615-758-7462 Fax: Email: edrobinson14@hotmail.com
Joseph W. Ryan Jr.	225 Old Country Road Melville, NY 11747	Phone: 631-629-4968 Fax: 631-629-4970 Email: joeryanlaw@earthlink.net
Jon N. Santemma	400 RXR Plz. Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jsantemma@farrellfritz.com
William M. Savino	Rivkin Radler, LLP 926 RXR Plaza Uniondale, NY 11556	Phone: 357-3349 Fax: 357-3333 Email: william.savino@rivkin.com
Andrew J. Simons	St. John's Law School 8000 Utopia Parkway Jamaica, NY 11439	Phone: 718-990-6098 Fax: 718-990-6699 Email: simonsa@stjohns.edu
Owen B. Walsh	P.O. Box 448 Madison, CT 06443	Phone: 922-7300 Email: obwdvw@aol.com
Hon. Frank E. Yannelli	105 Roxen Road Rockville Centre, NY 11570	Phone: 536-4437 Fax: Email:
Arlene Zalayet	60 Andover Road Roslyn Heights, NY 11577	Phone: 528-0687 Fax: Email: arlene.zalayet@libertymutual.com

NASSAU ACADEMY OF LAW DEAN

Thomas J. Foley	666 Old Country Road Ste. 305 Garden City, NY 11530	Phone: 741-1110 Fax: 741-9171 Email: tom@foleygriffin.com
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YOUNG LAWYER COMMITTEE CHAIR

Jamie A. Rosen (Co-Chair)	3 Dakota Drive, Ste. 300 Lake Success, NY 11042	Phone: 592-5857 Fax: 328-6638 Email: jrosen@abramslaw.com
John C. Stellakis (Co-Chair)	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jstellakis@farrellfritz.com

APPOINTED NYSBA DELEGATES

Deborah S. Barcham	203 Northwood Ct. Jericho, NY 11753	Phone: 294-8844 Fax: 294-8202 Email: dbarcham@lbcclaw.com
Christopher J. Clarke	400 Garden City Plz. Ste. 202 Garden City, NY 11530	Phone: 873-2000 Fax: 873-2010 Email: cclarke@moritthock.com
Marilyn K. Genoa	12 Jaegger Dr. Old Brookville, NY 11545	Phone: 759-7940 Fax: 674-9425 Email: mkgenoa@genoaandassociates.com
Dorian R. Glover	600 Franklin Ave. P.O. Box 8089 Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: dgloveresq@msn.com
Hon. John L. Kase	1325 Franklin Ave., Ste. 225 Garden City, NY 11530	Phone: 746-4300 Fax: Email: jlkase@yahoo.com
Elizabeth D. Pessala	235 Lincoln Place Westbury, NY 11590	Phone: 334-1700 ext. 116 Email: edpessala@gmail.com
Sanford Strenger	97 Powerhouse Rd., Ste. 102 Roslyn Heights, NY 11577	Phone: 625-1700 Fax: 625-1795 Email: sstrenger@sgnblaw.com

ALTERNATE DELEGATES TO NYSBA

Kevin P. Mulry	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: kmulry@farrellfritz.com
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As of 8/24/2017

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, Robert M. Nigro, 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 12 day of October 2017

Notary Public Joanne Ferrante

JOANNE FERRANTE
Notary Public, State of New York
No. 01FE4896097
Qualified in Nassau County
Commission Expires May 18, 2019

Name of submitting business: NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL
DEFENDER PLAN, INC.

By: Robert M. Nigro

Print name
Signature

ADMINISTRATOR
Title

10 / 12 / 2017
Date

NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.

HISTORY

Article 18B of the New York State County Law was approved on July 16, 1965 and required that individual counties throughout the State provide counsel, investigative services, expert services and other services to indigent persons accused of crimes.

Section 722 of Article 18B provided counties with several alternative methods of fulfilling this requirement. Two of those methods were (1), for the County to provide counsel and other services pursuant to a contract with a "private legal aid bureau or society" and (2) pursuant to "a plan of a (local) bar association". These are the two methods chosen by Nassau County.

Pursuant to this choice, on January 24, 1966, by Resolution No. 60-1966, the Nassau County Board of Supervisors authorized the County Executive to enter into a contract with the Nassau County Bar Association for "the maintenance of an office of Administrator to provide legal representation in certain criminal matters".

On May 22, 1992 the Assigned Counsel Defender Plan was formally incorporated as the "Nassau County Bar Association Assigned Counsel Defender Plan, Inc."

The Assigned Counsel Defender Plan is now entering its 50th year of providing legal representation to certain indigent defendants charged with crime in Nassau County. The program was previously administered through the Nassau County Commissioner of Accounts. It is presently administered through the Nassau County Attorney's Office.

The Office of the Assigned Counsel Defender Plan consists of the Administrator, 3 full time personnel and 1 part time clerk. Together, these 5 personnel are responsible for the administration of all aspects of the work of approximately 300 private attorneys who comprise the panel, as well as over 200 experts, of all types.

That administration includes providing representation in all Village Police Justice Courts, the City Courts of Glen Cove and Long Beach, Nassau County District Court, Nassau County County Court, Nassau County Family Court, Nassau County Surrogate's Court, the New York State Appellate Term, the New York State Appellate Division, and the New York State Court of Appeals; reviewing qualifications of private attorneys who seek panel membership; arranging continuing legal education classes to assure continuing quality representation; reviewing and investigating complaints by members of the public concerning alleged attorney misfeasance; dealing with the judiciary to handle ongoing individual cases; monitoring the assignments of panelists to individual court parts, (Arraignment A, Arraignment B, Part 9, Part 10, Part 11 and Part 12, Family Court and Parole on a daily basis to assure fairness; and reviewing the approximately 7,000 vouchers submitted by panelists each year, to ensure accuracy and compliance with the rules established by this office and by Nassau County.

COUNTY OF NASSAU

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

1. Name of the Entity: NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL
DEFENDER PLAN,
Address: 15TH AND WEST STREETS, MINEOLA, NY 11501
City, State and Zip Code: MINEOLA, NY 11501

2. Entity's Vendor Identification Number: 11-2164392

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp, NOT FOR PROFIT Other (specify)

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

See LIST OF OFFICERS AND DIRECTORS, Attached.

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

NONE

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.

THIS ENTITY HAS THE SAME OFFICERS
AND DIRECTORS AS THE NASSAU COUNTY BAE
ASSOCIATION, INC.

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

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

NONE

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

None

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

NO

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: 10/10/2017 Signed: Robert M. Nigro
Print Name: Robert M. Nigro
Title: ADMINISTRATOR

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.

NASSAU COUNTY BAR ASSOCIATION 2017-2018 BOARD OF DIRECTORS

OFFICERS

Steven G. Leventhal President	15 Remsen Ave. Roslyn, NY 11576	Phone: 484-5440 Fax: 484-2710 Email: sleventhal@lcmblaw.com
Elena Karabatos President-Elect *	200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: ekarabatos@soklaw.com
Richard D. Collins Vice-President	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: rcollins@cgmbsq.com
Dorian R. Glover Treasurer	600 Franklin Ave. P.O. Box 8089 Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: dgloveresq@msn.com
Gregory S. Lisi Secretary	333 Earle Ovington Blvd. Ste. 1010 Uniondale, NY 11553	Phone: 248-1700 Fax: (866) 786-3783 Email: glisi@forchellilaw.com
Martha Krisel Immediate Past President *	60 Charles Lindbergh Blvd. Uniondale, NY 11553	Phone: 227-7130 Fax: 227-8433 Email: Martha.Krisel@hhsnassaucountyny.us

ELECTED DIRECTORS

Mary Ann Aiello 2020	666 Old Country Road, Ste. 302 Garden City, NY 11530	Phone: 747-1131 Fax: 794-3363 Email: maa@aiellolaw.com
Andrea M. Brodie 2019	3 Dakota Dr., Ste. 300 Lake Success, NY 11042	Phone: 368-9432 Fax: 368-9506 Email: abrodie@abramslaw.com
Lisa A. Cairo 2019	300 Garden City Plaza 5 th Floor Garden City, NY 11530	Phone: 746-8000 Fax: 393-8282 Email: lcairo@jaspanllp.com
Adam D'Antonio 2018	1415 Kellum Place Suite 209 Garden City, NY 11530	Phone: 299-8090 Fax: 387-1187 Email: adam@adantoniolaw.com
Christopher DelliCarpini 2019	1050 Franklin Ave. Ste. 402 Garden City, NY 11530	Phone: 307-8818 Fax: 307-8819 Email: chris@dellicarpinilaw.com
Maureen Dougherty 2019	1122 Franklin Ave. Ste. 406 Garden City, NY 11530	Phone: 248-2424 Fax: 248-1302 Email: mdougherty@mcmdlaw.com
Samuel J. Ferrara 2020	3 Dakota Dr., Ste. 300 Lake Success, NY 11042	Phone: 328-1316 Fax: 328-6638 Email: sferrara@abramslaw.com

* NOT OFFICERS OF THE ASSIGNED COUNSEL DEFENDER
PLAN, INC.

Mary P. Giordano 2020	1050 Franklin Ave., Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: mpg@elderlawfg.com
Mark E. Goidell 2019	666 Old Country Rd. Ste. 700 Garden City, NY 11530	Phone: 683-0001 Fax: 228-0383 Email: mark@goidell.com
Martha V. Haesloop 2019	400 County Seat Dr. Mineola, NY 11501	Phone: 493-3437 Fax: 493-3478 Email: mhaesloo@nycourts.gov
Christie R. Jacobson 2018	1415 Kellum Pl. Ste. 201 Garden City, NY 11530	Phone: 742-7777 Fax: 742-7868 Email: cjacobson@ffedlaw.com
James P. Joseph 2018	666 Old Country Rd. Ste. 303 Garden City, NY 11530	Phone: 542-2000 Fax: 542-2001 Email: jjoseph@josephlawpc.com
Jennifer L. Koo 2020	673 Deer Park Ave. Deer Park, NY 11746	Phone: (631) 491-1500 Fax: (631) 491-1515 Email: jkoo@salestaxdefense.com
Mili Makhijani 2020	1195 5 th . Avenue E. Northport, NY 11731	Phone: 493-3219 Email: mmakhija@nycourts.gov
Kevin P. McDonough 2018	100 Quentin Roosevelt Blvd., Ste. 402 Garden City, NY 11530	Phone: 357-3700 Fax: 296-9155 Email: kmcdonough@cullenanddykman.com
Linda K. Mejias 2020	68 W. Walnut Street Farmingdale, NY 11735	Phone: 493-3428 Email: lkmejias@hotmail.com
Kevin P. Mulry 2019	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: kmulry@farrellfritz.com
E. Christopher Murray 2020	1425 RXR Plz. East Tower, Flr. 15 Uniondale, NY 11556	Phone: 663-6515 Fax: 663-6715 Email: emurray@rmfpc.com
Sondra K. Pardes 2018	21 Devonshire Drive New Hyde Park, NY 11040	Phone: 741-2111 Email: judgepardes@gmail.com
Jennifer Rosenkrantz 2018	200 Garden City Plaza Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: jrosenkrantz@soklaw.com
Ross L. Schiller 2018	1600 Front St., Ste. 8 East Meadow, NY 11554	Phone: 280-9727 Email: ross@rlslawfirm.com
Peter B. Skelos 2018	333 Earle Ovington Blvd. Ste. 1010 Uniondale, NY 11533	Phone: 248-1700 Fax: 248-1729 Email: pskelos@forchellilaw.com

Ira S. Slavitt 2020	350 Willis Avenue Mineola, NY 11501	Phone: 294-8282 Fax: 294-1991 Email: islavitt@newyorkinjuries.com
Thomas B. Wassel 2019	100 Quentin Roosevelt Blvd., Ste. 402 Garden City, NY 11530	Phone: 357-3868 Fax: 296-9155 Email: twassel@cullenanddykman.com

PAST PRESIDENT DIRECTORS

Hon. M. Hallsted Christ	Mallard Point Farm, 32123 Clarks Wharf Rd. Trappe, MD 21673	Phone: 410-476-5050 Fax: Email:
Hon. Lance D. Clarke	250 Nassau Blvd.Flr.2 Garden City, NY 11530	Phone: 486-2693 Fax: 489-1070 Email: cookeclarkeesq@optonline.net
Hon. John R. Dunne	Whiteman Osterman One Commerce Plaza Albany, NY 12260	Phone: 518-487-7600 Fax: 518-487-7777 Email: jdunne@woh.com
Emily F. Franchina	1050 Franklin Ave. Ste. 302 Garden City, NY 11530	Phone: 877-7500 Fax: 877-7743 Email: eff@elderlawfg.com
Marc C. Gann	138 Mineola Blvd. Mineola, NY 11501	Phone: 294-0300 Fax: 294-0477 Email: mgann@cgmbesq.com
Stephen J. Gassman	666 Old Country Road, Ste, 801 Garden City, NY 11530	Phone: 228-9181 Fax: 745-6712 Email: sgassman@gbgmatlaw.com
Frank Giorgio, Jr.	5001 SE Brandywine Way Stuart, FL 34997	Phone: (772) 210-6895 Fax: Email: frank.giorgio.jr.esq@gmail.com
Douglas J. Good	Ruskin Moscou Faltischek, P.C. 1425 RXR Plaza, East Tower, 15 th Floor Uniondale, NY 11556	Phone: 663-6630 Fax: 663-6830 Email: dgood@rmfpc.com
Hon. Frank A. Gulotta Jr.	41 Canterbury Rd. Woodbury, NY 11797	Phone: 921-7587 Fax: Email: frank.gulotta.jr@gmail.com
Hon. Susan T. Kluewer	Nassau County District Ct 99 Main Street Hempstead, NY 11550 Mail: 59 Woodland Ave Rockville Centre, NY 11570	Phone: 493-4285 Fax: 572-2507 Email: skluewer@nycourts.gov

A. Thomas Levin	Meyer Suozzi English & Klein, PC 990 Stewart Avenue, Ste. 300 PO Box 9194 Garden City, NY 11530	Phone: 592-5704 Fax: 741-6706 Email: atl@atlevin.com
Peter H. Levy	366 North Broadway, Ste., LW-1 Jericho, NY 11753	Phone: 822-5800 Fax: 822-5848 Email: phlatty.1@juno.com
Harold A. Mahony	300 Garden City Plaza, 5 th . Floor Garden City, NY 11530	Phone: 393-8243 Fax: Email: mommahony@gmail.com
Peter J. Mancuso	272 Old Country Road Mineola, NY 11501 Mail: 917 Oakland Ct. N. Bellmore, NY 11710	Phone: 571-3343 Fax: 571-0806 Email: mancuso917@aol.com
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John P. McEntee	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0608 Fax: 336-2219 Email: jmcentee@farrellfritz.com
Christopher T. McGrath	Sullivan Papain Block McGrath & Cannavo 1140 Franklin Ave., Ste. 200 Garden City, NY 11530	Phone: 742-0707 Fax: 742-7350 Email: cmcgrath@triallaw1.com
M. Kathryn Meng	Meng & Associates, PC 200 Willis Ave. Mineola, NY 11501	Phone: 683-0901 Fax: 683-0907 Email: kmeng@menglawgroup.com
Grace D. Moran	265 Sunrise Highway, Suite 61 Rockville Centre, NY 11570	Phone: 678-6660 Fax: 678-6661 Email: gmoran@mka-law.com
Michael J. Ostrow	Schlissel Ostrow Karabatos, PLLC 200 Garden City Plaza, Ste. 301 Garden City, NY 11530	Phone: 877-8000 Fax: 294-3188 Email: mostrow@soklaw.com
Marian C. Rice	1001 Franklin Ave., 3 rd Floor Garden City, NY 11530	Phone: 837-7415 Fax: 294-8202 Email: mrice@lbcclaw.com

Susan Katz Richman	99 Main St. Hempstead, NY 11550 Mail: 2938 Hewlett Ave Merrick, NY 11566	Phone: 493-4180 Email: srichman@nycourts.gov
Edward T. Robinson III	207 Sutler Place Mount Juliet, TN 37122	Phone: 615-758-7462 Fax: Email: edrobinson14@hotmail.com
Joseph W. Ryan Jr.	225 Old Country Road Melville, NY 11747	Phone: 631-629-4968 Fax: 631-629-4970 Email: joeryanlaw@earthlink.net
Jon N. Santemma	400 RXR Plz. Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: jsantemma@farrellfritz.com
William M. Savino	Rivkin Radler, LLP 926 RXR Plaza Uniondale, NY 11556	Phone: 357-3349 Fax: 357-3333 Email: william.savino@rivkin.com
Andrew J. Simons	St. John's Law School 8000 Utopia Parkway Jamaica, NY 11439	Phone: 718-990-6098 Fax: 718-990-6699 Email: simonsa@stjohns.edu
Owen B. Walsh	P.O. Box 448 Madison, CT 06443	Phone: 922-7300 Email: obwdvw@aol.com
Hon. Frank E. Yannelli	105 Roxen Road Rockville Centre, NY 11570	Phone: 536-4437 Fax: Email:
Arlene Zalayet	60 Andover Road Roslyn Heights, NY 11577	Phone: 528-0687 Fax: Email: arlene.zalayet@libertymutual.com

NASSAU ACADEMY OF LAW DEAN

Thomas J. Foley	666 Old Country Road Ste. 305 Garden City, NY 11530	Phone: 741-1110 Fax: 741-9171 Email: tom@foleygriffin.com
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Jamie A. Rosen (Co-Chair)	3 Dakota Drive, Ste. 300 Lake Success, NY 11042	Phone: 592-5857 Fax: 328-6638 Email: jrosen@abramslaw.com
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Deborah S. Barcham	203 Northwood Ct. Jericho, NY 11753	Phone: 294-8844 Fax: 294-8202 Email: dbarcham@lbcclaw.com
Christopher J. Clarke	400 Garden City Plz. Ste. 202 Garden City, NY 11530	Phone: 873-2000 Fax: 873-2010 Email: cclarke@morittthock.com
Marilyn K. Genoa	12 Jaegger Dr. Old Brookville, NY 11545	Phone: 759-7940 Fax: 674-9425 Email: mkgenoa@genoaandassociates.com
Dorian R. Glover	600 Franklin Ave. P.O. Box 8089 Garden City, NY 11530	Phone: 384-2457 Fax: 522-2839 Email: dgloveresq@msn.com
Hon. John L. Kase	1325 Franklin Ave., Ste. 225 Garden City, NY 11530	Phone: 746-4300 Fax: Email: jlkase@yahoo.com
Elizabeth D. Pessala	235 Lincoln Place Westbury, NY 11590	Phone: 334-1700 ext. 116 Email: edpessala@gmail.com
Sanford Strenger	97 Powerhouse Rd., Ste. 102 Roslyn Heights, NY 11577	Phone: 625-1700 Fax: 625-1795 Email: sstrenger@sgnblaw.com

ALTERNATE DELEGATES TO NYSBA

Kevin P. Mulry	400 RXR Plaza Uniondale, NY 11556	Phone: 227-0700 Fax: 336-2270 Email: kmulry@farrellfritz.com
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As of 8/24/2017

ARTICLE 18-B AGREEMENT

THIS ARTICLE 18-B AGREEMENT (together with any appendices or exhibits attached hereto, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, between the COUNTY OF NASSAU, a municipal corporation of the State of New York, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and the NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC., a Not-For-Profit corporation duly organized under the laws of the State of New York, having its principal office at 15th and West Streets, Mineola, New York 11501 (hereinafter referred to as "ACDP" or "Contractor").

WITNESSETH:

WHEREAS, Article 18-B of the County Law, as amended, makes it mandatory for the County to provide legal assistance and representation to indigent persons charged with crime committed within the County; and

WHEREAS, Section 722 of Article 18-B of the County Law provides alternative methods whereby counties may provide such legal assistance with representation to indigent persons charged with crime or who are litigants in certain Family Court or Surrogate's Court Proceedings; and

WHEREAS, the County has chosen to comply with Section 722, Sub-Paragraph 4 of the said County Law by providing legal assistance and representation to the indigent by combining use of services furnished by the Legal Aid Society of Nassau County, New York, and that furnished by the ACDP through a plan, pursuant to Subsection 3 of Section 722 of Article 18-B of the County Law and which is attached hereto as Exhibit A (hereinafter "Plan") whereby the services of private counsel are rotated and coordinated by an administrator (hereinafter "Administrator"); and

WHEREAS, the County shall appropriate funds in order to provide legal assistance and representation to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article 6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act, or Article 10 of the Mental Hygiene Law; and

WHEREAS, the County contracts with the Legal Aid Society of Nassau County, New York for representation of the indigent in all felony and misdemeanor matters in certain Nassau County Courts, as well as for other miscellaneous criminal proceedings and appeals; and

WHEREAS, the ACDP represents and warrants that it has received and operates under approval of the State administrator; and

WHEREAS, the ACDP is operating a Plan whereby the services of private counsel will be rotated and coordinated by an Administrator; and

WHEREAS, the County now desires to contract with the ACDP to provide legal services of private counsel as rotated and coordinated by an Administrator in accordance with the Plan.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Term. This Agreement shall commence on January 1, 2018, and terminate on December 31, 2018. However, within the County's discretion, the term may be extended for six (6) months following the date of termination of this Agreement upon the same terms and conditions, provided that any amounts paid during the period of extension shall be deducted from any subsequent Agreement covering the overlapping period.

2. Services. The ACDP shall maintain an office of Administrator in order to carry out the purpose of the Plan. The ACDP shall furnish qualified personnel, together with the required office space and equipment in order to carry out the Plan, and further agrees as follows:

(a) The Administrator shall be appointed by the Appellate Division of the Supreme Court of the State of New York, Second Department, upon nomination of the Board of Directors of the ACDP (hereinafter "Board"), and shall be subject to removal for cause. The Administrator shall be a resident of the County of Nassau, an attorney in good standing, admitted to practice in the State of New York for a period of at least seven (7) years and with experience in the field of criminal law. The Administrator shall not engage in the practice of law or in other activities deemed inconsistent with such position during the term of office.

(b) The Administrator's salary and all administrative expenses, including salaries of any assistant and/or clerical personnel, shall be an expense of and paid for by ACDP, subject to receiving sufficient funding and grants from the County and New York State, as set forth in the budget (hereinafter "Budget") attached hereto as Exhibit B.

(c) The Administrator shall prepare panels of trial attorneys, and appellate attorneys for the various courts within the scope of the services provided under this Agreement. The Administrator shall screen all applicants for said panels and shall first determine that they meet the written requirements for admission to the various panels before permitting them to serve on any such panel. A copy of said written requirements is annexed hereto and marked Exhibit C.

3. Jurisdiction of the ACDP. The jurisdiction of ACDP shall be limited as follows:

(a) Provision of legal assistance and representation (from the time of initial court appearances) for indigents charged with crime in all District Courts within Nassau County, all Village Justice Courts and in the City Courts of Glen Cove and Long Beach. In addition, the Administrator shall provide counsel whenever any Court having jurisdiction shall determine that the Nassau County Legal Aid Society is unable to furnish counsel because of conflict of interests or any other reason. In such case, the assignment of counsel, so provided, shall be made by the Court.

(b) Provision of legal assistance to indigent persons charged with crime or who are entitled to counsel pursuant to Section 262 or 1120 of the Family Court Act, Article 6-c of the Correction Law, Section 407 of the Surrogate's Court Procedure Act or Article 10 of the Mental Hygiene Law.

(c) Assignment of counsel in those circumstances set forth in Section 35 of the Judiciary Law, including the furnishing of counsel to persons to be committed or transferred to a state institution when such person is alleged to be mentally ill, mentally defective, or a narcotic addict. County and ACDP agree that expenses for this additional service shall be paid out of funds of the Office of the State Administrator of the Judicial Conference (“Judicial Conference”) and not out of the funds provided for by County.

(d) Representation on all matters pertaining to and set forth in Article 9 of the Mental Hygiene Law of the State of New York. The expense for this additional service shall not be a County charge and responsibility but shall be paid out of the funds of the Office of the State Administrator of the Judicial Conference.

(e) Review, approval, and submission of duly certified claim vouchers completed by attorney’s appointed by the court to represent indigents in accordance with Section 81.10 of the New York State Mental Hygiene Law and the holding of the New York State Court of Appeals in the Matter of St. Luke’s-Roosevelt Hosp. Ctr. (Marie H.–City of New York) 89 N.Y.2d 889 (1996). Compensation to appointed attorney’s shall be determined by the court; provided, however, ACDP shall only submit attorney claim vouchers to the County that are in accordance with the compensation and reimbursement requirements, including the maximum compensation and rate limitations, provided in Article 18-b of the County Law and this Agreement.

(f) Co-Counsel. In the interests of the continuation of development of able and experienced trial counsel, the ACDP shall establish a “Co-Counsel” panel. Any attorney not otherwise listed on a trial panel may be registered to this panel upon application. The members of the “Co-Counsel” panel shall be available for appointment to assist the attorney of record at no greater cost to the County.

(g) Law Students. The ACDP may invite third year law school students to participate in the program and to apply for placement upon an appropriate list to be prepared and administered by the ACDP to assist the attorneys certified on the panel lists, whenever such assistance shall be requested. In no event shall a law school student render legal services, nor shall such law school students be paid.

(h) Service Enlistment. In order to permit all members of the Bar of the County of Nassau to render services in their capacity as officers of the Court, and in keeping with the high tradition of the legal profession, ACDP shall, in addition to recruiting the services of Nassau County Bar Association members, endeavor to enlist the services of all members of the Bar, whether or not members of the Nassau County Bar Association, who are residents of, and/or have an office in, the County of Nassau and are qualified to render service pursuant to Article 18-B of the County Law and the Plan.

(i) Establishment of Indigence. The screening of persons of indigence is handled by the Judges in the various courts. The Administrator shall seek to have all such persons questioned under oath in an effort to ensure that only those who are without sufficient financial means to retain private counsel are deemed eligible for representation by the ACDP's 18B Panelists.

4. Budget.

(a) The Board shall appoint support personnel to assist the Administrator in administering this Agreement. Such personnel shall be under the supervision, direction and control of the Administrator who shall report to the Board. The compensation and additional expenses, if any, to be paid to such personnel shall be fixed by the Board and paid in accordance with the Budget and from such other funds, if any, as may be provided by sources other than the County.

(b) The ACDP shall submit to the County for approval a proposed budget for the ensuing calendar year prior to June 15th of any year during which this Agreement is in effect.

(c) The County and ACDP acknowledge that the budget process pursuant to which the County approves funding for the services to be provided by the ACDP under this Agreement is subject to time constraints outside the control of the parties, and that as of the date of this Agreement the future need and demand for legal services to the indigent during this period of time cannot be stated with certainty. Accordingly, the amount set forth below for attorney compensation and expenses in Section 6 is an estimate of the amount of funding

required to meet the demands for services during the one-year period covered by this Agreement. Therefore, it is acknowledged by both parties that the amount of funding set forth in Section 6 of this Agreement is subject to supplemental funding requests based upon demonstrated need as the actual demand for services is identified during the term of this Agreement and to the extent such funding by the County is required by law or otherwise agreed to by the parties. The County and ACDP shall work together in good faith to provide the services described herein and the necessary funding for the delivery of such services. The approval of such additional funding is subject to all required County or other governmental approvals.

5. Payment. (a) Amount of Consideration. The County shall pay the ACDP as full consideration for all administrative services rendered under this Agreement the sum of Four Hundred Five Thousand Three Hundred Eighty-five and 00/100 Dollars (\$405,385.00) (hereinafter "Maximum Amount") which shall be allocated to and in payment of administrative expenses for the period January 1, 2018 to December 31, 2018 in accordance with this Agreement and payable as follows: one-third (1/3) of the Maximum Amount shall be payable in advance upon final execution of this Agreement and subject to Voucher Review, Approval and Audit as described under Section 5(b) of this Agreement. Subsequent monthly installments shall be paid on a reimbursement basis.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the ACDP in arrears, except as provided in Section 5(a) of this Agreement, and shall be contingent upon (i) the ACDP submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, or to be provided with respect to any advance payments, and the payment requested as consideration for such services, (b) certifies that the services rendered, or to be rendered with respect to any advance payments, and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller or his or her duly designated representative.

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

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the ACDP and any funding source including the County.

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

6. Funding for the 18-B Panel. (a) The County shall provide the sum of Seven Million Two Hundred Forty-three Thousand Six Hundred Four and 00/100 Dollars (\$7,243,604.00) for the compensation and allowable expenses of attorneys assigned pursuant to Section 722, Sub-Paragraph 4 of the County Law, and for investigative, expert and other services as provided in Section 722-C of the County Law. Such sum shall be paid upon the submission of duly certified claim vouchers by the assigned attorneys and/or experts ("Attorney Voucher"). All Attorney Vouchers shall be reviewed and approved by the ACDP and, when necessary, shall require the approval of the Court. Compensation for Court appointed attorneys must be approved by the Court. When all necessary ACDP and Court approvals have been obtained, the Attorney Vouchers shall be submitted for requisite County approvals to the County's Office of Management and Budget, or their designee.

(b) If, upon the completion of the periodic audit and review of claims and payments under the terms of this Agreement, the amount paid to the ACDP for contract services during the year or for the contract terms exceeds the amount eligible for contract services, the County shall notify the ACDP of the exact amount due to the County. The ACDP shall refund to the County, via the Comptroller's office, by check payable to the "County of Nassau", the amount due for such overpayment within thirty (30) days of such notification.

(c) If the ACDP fails to refund amounts due the County under this Agreement within thirty (30) days after the dates such notice was received, the County may, at the discretion of the County Attorney's office, withhold payments to ACDP for contract services under this or any concurrent agreement.

(d) The County and the ACDP's obligations under this section shall continue beyond and survive the expiration of this Agreement.

7. Reimbursement to 18-B Attorneys.

(a) A private attorney appointed pursuant to the Plan shall be compensated upon the submission of his/her claim through an Attorney Voucher in accordance with the rules, regulations and forms promulgated by the Comptroller, and shall include a written statement specifying the time expended, services rendered, expenses reasonably incurred and reimbursement or compensation applied for or received in the same case from any other source, while the case was pending in the Court. Claims for expenses incurred for services shall be supported by a sworn statement. Expenses reasonably incurred are limited to out-of-pocket expenses and shall not include any allocations for general office overhead, such as rent, local telephone services or secretarial help. Attorneys shall not be compensated for travel time to or from court, time between court sessions such as lunchtime, nor for time involved in the preparation of claim vouchers and accompanying documentation. However, attorneys shall be compensated for travel time to and from the Nassau County Correctional Center. Before any claim for services shall be submitted to any court, it shall first be submitted to the Administrator for review and approval. In the event it can be ascertained in advance that a case will involve an unusually large amount of work by an attorney, it is incumbent upon the Administrator to be in contact with said attorney regarding same so that the Administrator can determine, in conjunction with the attorney, what action must be taken. The Administrator will then be able to better verify claims which exceed the maximum amount allowable or which reflect a greater amount of work than normally required on the particular type of case involved. The Administrator shall then forward such claim to the appropriate Court with his/her comments, if any. For representation on appeal, compensation and reimbursement shall be fixed by the appellate court. For all other representation, compensation and reimbursement shall be fixed by the Court where judgment of conviction or acquittal or order of dismissal was entered. Unless good cause is shown, claims for attorney's fees, expenses and services shall be submitted to the Court not later than 45 days after the attorney has submitted the Attorney Voucher to the Administrator which shall be within 45 days after the Court has finally disposed of the case.

(b) The Administrator shall forthwith forward, without unreasonable delay, all Attorney Vouchers approved by ACDP, and if necessary, the appropriate Court, to the County's Office of Management and Budget, or their designee for requisite County approvals and payment.

(c) In the event that other appropriate forms are prepared and furnished by the Comptroller, they shall be used, where applicable, in all proceedings under this Plan.

(d) ACDP shall maintain such records to be kept and reports to be made by the Administrator as the Judicial Conference may require.

8. Accounting Procedures; Records. The ACDP 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, as the ACDP 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 therefor, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. Notwithstanding the above, no information shall be required which may impair professional privileged communications.

9. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) The Plan of ACDP may be changed from time to time as experience and circumstances require for the proper administration of criminal justice with the approval of the Judicial Conference and the consent of the County Executive.

(c) In the event that during the term of this Agreement decisions of the Supreme Court of the United States or another court of proper jurisdiction requires representation at any earlier stage of proceedings than required under this Agreement, the ACDP agrees to amend this Agreement to provide such earlier representation under terms and conditions as the parties shall agree upon and in accordance with this Section, including the additional funding necessary to carry out such services.

10. Minimum Service Standards.

(a) The ACDP shall, and shall cause ACDP Agents, as defined in Section 13, herein, to deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the ACDP operates. The ACDP shall use its best efforts to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all ACDP Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

(c) No Conflicts. The ACDP hereby warrants that there is no conflict of interest with the activities to be performed hereunder and that the ACDP shall advise the Nassau County Attorney's office in writing of any conflict or potential conflict of interest that exists or arises in the future. Should a conflict of interest exist or arise after execution of this Agreement and during its duration, County has the right to insist that the ACDP eliminate the source of the conflict, cancel the contract without liability or obligation to compensate the ACDP for any services performed under this Agreement for the period subsequent to such notice of

cancellation, or to take no action at its discretion. The County's decision to take no action in the case of a conflict or potential conflict is not a waiver of its rights in the instant case or in the future and it reserves all of its rights under this Agreement.

(d) The ACDP further agrees that in providing the necessary personnel to carry out the purpose of this Agreement that it shall hire only residents of the County or persons with offices in the County, unless, in the case of experts, no such personnel are available.

11. Compliance with Law.

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

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

- (i) The ACDP 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. The ACDP 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 ACDP to inform the County of any material changes in the content of its Certification of Compliance, attached hereto 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. The ACDP acknowledges that ACDP Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the ACDP of such request prior to disclosure of the Information so that the ACDP may take such action as it deems appropriate.

12. No Arrears or Default. The ACDP 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.

13. Independent Contractor. The ACDP is an independent contractor of the County. The ACDP shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the ACDP (a "ACDP 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).

14. Indemnification; Defense; Cooperation. (a) The ACDP shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the ACDP or a ACDP Agent, regardless of whether due to negligence, fault, or default, including Losses in connection

with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the ACDP shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault or default of the County.

(b) The ACDP shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the ACDP's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the ACDP is responsible under this Section, and, further to the ACDP's indemnification obligations, the ACDP shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The ACDP shall, and shall cause ACDP Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the ACDP and/or a ACDP Agent in connection with this Agreement.

(d) The County acknowledges that the ACDP is defined in this Agreement to mean only the Nassau County Bar Association Assigned Counsel Defender Plan, Inc., a Not-For-Profit corporation, and does not include the Nassau County Bar Association or its other affiliates, which are separate and independent entities.

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

15. Insurance. (a) Types and Amounts. The ACDP shall obtain and maintain throughout the term of this Agreement: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) compensation insurance for the benefit of the ACDP's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time reasonably require.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the ACDP pursuant to this Agreement shall be (i) written by one or more commercial

insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The ACDP shall be solely responsible for the payment of all deductibles to which such policies are subject, to the extent such liability is not caused by the negligence or intentional misconduct of the County. The ACDP shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the ACDP under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the ACDP shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The ACDP shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the ACDP to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the ACDP 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.

16. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the ACDP, (ii) for "Cause" by the County immediately upon the receipt by the ACDP of written notice of termination, (iii) upon mutual written Agreement of the County and the ACDP, 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 funding for the services to be provided under this Agreement.

(b) By the ACDP. This Agreement may be terminated by the ACDP if performance becomes impracticable through no fault of the ACDP, where the impracticability relates to the ACDP's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the ACDP 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 the ACDP 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 ACDP's right to terminate under this subsection. A copy of the notice given to the County Attorney shall be given to the Deputy County Executive who oversees the administration of the Office of the County Attorney (the "Applicable DCE") on the same day that notice is given to the County Attorney.

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

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

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State

and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the County Attorney, to the attention of the County Attorney at the address specified above for the County Attorney, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the ACDP shall obtain from the County Attorney) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the ACDP, to the attention of the person who executed this Agreement on behalf of the ACDP at the address specified above for the ACDP, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and

conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(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.

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

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

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


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

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

[Remainder of Page Intentionally Left Blank]

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

NASSAU COUNTY BAR ASSOCIATION ASSIGNED
COUNSEL DEFENDER PLAN, INC.

By: 
Name: President
Title: Steven G. Leventhal
Date: 11/17/17

COUNTY OF NASSAU

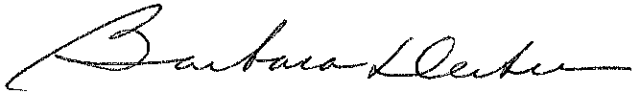
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17th day of November in the year 2017 before me personally came Steven B. Leventhal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PRESIDENT of ASSIGNED COUNSEL DEFENDER PLAN 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
BARBARA DECKER
Notary Public, State of New York
No. 01DE4851324
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Jan. 27, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

EXHIBIT A

NASSAU COUNTY BAR ASSOCIATION
ASSIGNED COUNSEL DEFENDER PLAN, INC.

HISTORY

Article 18B of the New York State County law was approved on July 16, 1965 and required that individual counties throughout the State provide counsel, investigative services, expert services and other services to indigent persons accused of crimes.

Section 722 of Article 18B provided counties with several alternative methods of fulfilling this requirement. Two of those methods were (1), for the county to provide counsel and other services pursuant to a contract with a "private legal aid bureau or society" and (2), pursuant to "a plan of a (local) bar association". These are the two methods chosen by Nassau County.

Pursuant to this choice, on January 24, 1966, by Resolution No. 60-1966, the Nassau County Board of Supervisors authorized the County Executive to enter into a contract with the Nassau County Bar Association for "the maintenance of an office of Administrator to provide legal representation in certain criminal matters".

The "Assigned Counsel Defender Plan", as the Bar Association's plan became known, provides legal representation to certain indigent defendants charged with crime in Nassau County. The program was previously administered through the Nassau County Commissioner of Accounts. It is presently administered through the Nassau County Attorney's Office.

On May 22, 1992, the Assigned Counsel Defender Plan was formally incorporated as the "Nassau County Bar Association Assigned Counsel Defender Plan, Inc."

The Office of the Assigned Counsel consists of the Administrator, 2 full time personnel and 1 part time clerk. Together, these 4 personnel are responsible for the administration of all aspects of the work of the 260 private attorneys who comprise the panel.

That administration includes providing representation in all village Police Justice Courts, the City Courts of Glen Cove and Long Beach, Nassau County District Court, Nassau County County Court, Nassau County Family Court, Nassau County Surrogate's Court, the New York State Appellate Term and the New York State Appellate Division; reviewing qualifications of private attorneys who seek panel membership; arranging continuing legal education classes to assure continuing quality representation; reviewing and investigating complaints by members of the public concerning alleged attorney misfeasance; dealing with the judiciary to handle ongoing day to day problems concerning attorneys, experts or other matters pertaining to individual cases; monitoring the random assignments of panelists to individual court parts (Arraignment B, the "511 Vacate" Part, Part 11, Part 12, Part 9) on a daily basis to assure fairness; and reviewing

the approximately 5,900 vouchers submitted by panelists each year to ensure accuracy and compliance with the rules established by this office and by Nassau County.

RULES AND REGULATIONS

1. Service on the 18B Panel is a privilege, not a right. Continuing membership in good standing requires the Panelist's compliance with all Rules and Regulations herein set forth.
2. Professionalism – It is expected that every attorney on the Nassau County 18B Panel will at all times conduct him/herself with the utmost of professionalism. This means that every assigned case should be handled in the same manner as if it were a privately retained case. If it is in the best interest of the client to take a favorable disposition, that should be done. If it is the best interest of the client to proceed to trial, that should be done. Although the 18B rates are lower than private fees, no one is forced to participate. Low rates are therefore no excuse for second rate representation. Anyone who views 18B defendants as second class clients is not welcome on this Panel and is asked to refrain from applying or continuing on the Panel.
3. A District Court Panelist may only handle misdemeanor cases. A County Court Panelist may handle any case, other than a class "A" felony or a class "B" non drug felony. A Major Felony Panelist may handle any case.
4. District Court Panelists will receive "Attorney of the Day" assignments to Arraignment B / 511 Vacate, and to Parts 10,11 and 12.
5. County Court and Major Felony Panelists will receive "Attorney of the Day" assignments to Part 9.
6. All Panelists are paid at the statutory rate of \$60 per hour for in and out-of-court time for misdemeanors, and \$75 per hour for in and out-of-court time on all other cases.
7. Section 691.16 of the Appellate Division Rules specifically prohibits Panelists from accepting private retainers from any indigent defendants. The language reads as follows:
 - (b) No attorney assigned by a court as counsel for an indigent defendant in any criminal case shall, during the pendency thereof, accept a private retainer to represent the defendant in that or any other case.
 - (c) Violation of this section shall result in the removal of the attorney's name from the panel of attorneys eligible to receive assignment pursuant to article 18-B of the County Law and shall constitute a violation of § 1200.3 (5) of this Title.

8. Panelists should visit incarcerated defendants within 48 hours of assignment. Travel time to and from court is not billable, but travel time to and from the jail is billable.
9. Panelists should communicate with assigned clients by letter or telephone immediately after each court appearance, especially when there was a conference and the incarcerated defendant was not produced.
10. If a client is on parole, the Panelist should notify the defendant's parole officer immediately that an arrest was made. The Panelist may handle the parole violation (if the defendant is violated) only if he/she is on the parole panel.
11. "Attorney of the Day" Assignments are made twice each year. In November, assignments are made for the first 6 months of the upcoming year. In May, assignments are made for the final 6 months of that year. On each occasion, Panelists are asked to request a certain number of "Attorney of the Day" assignment dates. It is expected that each Panelist will comply with this request and take a fair share of assignment dates each year. Panelists who do not respond to two succeeding requests for such dates (i.e. who do not appear as "Attorney of the Day" for a full year) will be removed from the Panel.
12. For specific "Rules and Regulations" regarding Arraignment B, 511 Vacate Part, Part 9 and vouchers, click on those specific topics or on our website (nassaul8b.org).
13. Benefits – The Nassau County Assigned Counsel Defender Plan offers 6 hours of free CLE for all Panelists in good standing. One 3-credit program is offered in the Fall and a second 3-credit program is offered in the Spring. Traditionally, the Fall program is devoted to a criminal law and procedure update. The Spring program varies from year to year.
14. Leaves of Absence are permitted for up to six months for personal or medical reasons, with no loss of benefits. After six months, benefits will be discontinued except for Panelists with documented medical justification approved by the Administrator. After twelve (12) months, no Panelist will be considered in "leave" status except for those with documented medical justification approved by the Administrator. Except as so noted, those who do not return to active status after twelve months will be removed from the Panel and must submit a new application to be re-considered for reinstatement.

15. Each year, from September 1st through the following August 31st, every Panelist is required to complete 6 hours of CLE credits relating to criminal law, family law, and/or trial practice. In recognition of this, we offer 6 hours of free CLE programs each year to all Panelists. Unless the program you attend is an 18B sponsored program run by the Nassau Academy of Law, however, we will not know about it. In the event you do attend a non 18B sponsored program, it is **your responsibility to notify us**. Unlike New York State requirements, 18B credits cannot be carried over from one 12 month period to the next. Anyone who has not obtained 6 such CLE credits between September 1st of one year and August 31st of the following year will be removed from the Panel. Once so removed, no one will be considered for reinstatement until an additional 6 months have elapsed and until such former Panelist presents current evidence of full C.L.E. compliance.
16. Vouchers must be submitted within 45 days of completion of an "attorney of the day" assignment or completion of an assigned case.
17. Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by the Nassau County Comptroller.
18. In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant's right to appeal be preserved. In that regard, counsel must familiarize him/herself with Appellate Division Part 671. A copy of Part 671 can be found by clicking on the "Appellate Duties" link or on our website (nassau18b.org).
19. Duration of Representation: Once assigned to a case you remain the attorney of record until specifically relieved by the court. You are obligated to make every court appearance yourself unless you have submitted an affidavit of actual engagement conforming to Court Rules.

ARRAIGNMENT B / 511 VACATE CALENDAR

One of the "Attorney of the Day" assignments for District Court Panelists is to the "Arraignment B" and the "511 Vacate" Calendars.

ARRAIGNMENT B CALENDAR

The Arraignment B calendar is called every morning, Monday through Friday, in the Arraignment B courtroom at 99 Main Street in Hempstead. The calendar consists largely of persons who received appearance tickets on misdemeanors and violations in lieu of having been arrested. Many defendants appear with attorneys. Some do not.

There is an 18B District Court Panelist assigned to this courtroom every day. The job of this attorney is to represent every defendant who appears in court without an attorney. This is so regardless of the defendant's ability to pay. While the 18B attorney normally just represents these defendants for arraignment purposes only, if a disposition of the case is possible and is determined to be in the best interest of the defendant, such disposition can be taken in Arraignment B, at no cost to the defendant. The basic principle of representation by the 18B Attorney in the Arraignment B Part is to provide efficient and just dispositions whenever possible to all defendants appearing without counsel and to arraign all others in an expeditious manner.

In the normal course of events, the 18B attorney will not be assigned any cases in Arraignment B. After the arraignment, in cases where no disposition is taken, the 18B attorney should instruct the defendant to return to court on the adjourned date with a private attorney. If the defendant cannot afford an attorney, that should be conveyed to the judge during the arraignment. If the court is satisfied that the defendant is indigent, the case will be adjourned to a Legal Aid Part. (Part 10, 11 or 12).

The 18B Panelist should be present by 9:30 AM and should introduce him/herself to the clerk of the part upon arrival. The attorney should be prepared to serve Requests for Supporting Depositions on the Court in appropriate cases. Shortly after arrival, and before the judge takes the bench, the attorney of the day should introduce him/herself to the assemblage and explain that he/she has been assigned by the court to represent all defendants who do not have an attorney, for today only, at no cost to them. All such defendants should be asked to see the attorney outside of the courtroom and before the calendar is called. The attorney should then distribute the approved information form and questionnaire to each such defendant, direct that they complete it, and endeavor to speak to each such defendant before the calendar is called.

No retained cases are to be handled by you in Part B or elsewhere on the date you serve as Attorney-Of-The-Day.

Since an "Attorney Client" relationship does exist between you and every defendant you represent in Arraignment B, it is permissible for you to distribute your

business card to each such person, or to transcribe the information form and questionnaire onto your letterhead and permit those persons to take such paperwork home with them after the arraignment.

On the other hand, it is impermissible for you to use your 18B status as a means of soliciting private business. If any non indigent defendant in Arraignment B seeks to retain you to handle their case on an adjourned date or dates, that is permissible, as long as it is their idea. Under no circumstances, however, are you to accept money from a defendant while you are serving as Attorney of the Day. Any retainer, assuming it is at the request of the defendant, must be made on a day other than the Arraignment B date, or after the conclusion of the calendar calls in both Arraignment B and the 511 Vacate part.

With that in mind, those of you who distribute your business card may advise the defendant that you are available to answer any questions he or she may have, but you should not initiate further contact with the defendant by telephone or by mailings of any kind. The foregoing prohibitions against initiating further contact apply not only to the 18B attorney of the day, but also to all of his or her partners, associates, paralegals, secretaries, etc.

Please keep in mind that Assigned Counsel's main purpose in being in Arraignment B is to assist the court, to move cases fairly and expeditiously and to perform services for all defendants requiring assistance of counsel for purposes of arraignment and possible disposition.

511 VACATE CALENDAR

This calendar takes its name from Vehicle and Traffic Law § 511, operating a motor vehicle with a revoked or suspended license.

When people get stopped for some traffic infraction and fail to appear in court, their license will be suspended and an arrest warrant will issue. They may learn that they have a suspended license and a warrant when they're stopped for another traffic infraction or when they apply to DMV for something. Once they learn of their problem, they can go to the clerk's office on the first floor of District Court and ask to have their warrant vacated.

Every day the clerk makes up a special calendar (511 vacate) consisting of people who come in that morning. The clerk's office closes at noon for this calendar. The calendar is posted on the bulletin board outside of the Arraignment B courtroom and the calendar is called in Arraignment B at 2:00 P.M.

Sometimes names will appear on the calendar and the people won't appear (even though they came in to resolve the matter) in this courtroom. Sometimes they have private attorneys who appear with them.

When they do appear and don't have private attorneys, they're represented by the 18B attorney of the day. The 18B attorney should explain that nothing will be settled today because the DA's office doesn't have the file. The purpose is to get the warrant vacated and the "scof" lifted (the suspension lifted). The defendant must then get an attorney for the next court appearance.

In old times, when traffic court was in District court, the courts would suspend licenses for failure to appear but not issue a warrant. Now, with 511 being a misdemeanor, they're issuing suspensions and warrants. Note that if a defendant has a 511 violation, he/she will have some other ticket also (that led to the 511).

If a defendant says he can't afford an attorney, he will be screened by the court and, if eligible, will be assigned an attorney at his next court appearance.

Information sheets and questionnaires are available for the 511 Vacate courtroom just as they are for the "Arraignment B" calendar. The same rules that apply in "Arraignment B" apply equally to the "511 Vacate" Calendar. You may distribute your business cards to those you represent or you may transcribe the information sheet and questionnaires onto your letterhead and distribute them. On the other hand, you may not solicit business nor may you initiate further contact with such defendants. See the Arraignment B rules, *supra*, for particulars.

PROHIBITIONS AGAINST SOLICITATION IN ARRAIGNMENT B AND 511 VACATE PARTS

The following rules must be strictly followed. Any violation of these rules is cause for dismissal from the panel.

- As a rule, the 18B attorney of the day in Arraignment B is there to represent, for that day only, every defendant who appears without an attorney. (From time to time, you may be assigned a case in Arraignment B, but it is the rare exception and not the rule.) Usually, representing such defendants "for that day only" means for arraignment purposes only. Where an appropriate disposition can be taken on a given case, however, it should be taken as part of your attorney-of-the-day duties. Under no circumstances may you accept a fee for taking a disposition on a case in Arraignment B.
- Since you deal with non indigent defendants in Arraignment B, and since their cases are usually not disposed of in Arraignment B, it is permissible for such defendants to retain you for any future court dates, as long as it is their idea to do so. With that in mind, you may not use your 18B status in an effort to solicit them to retain you. This means that you should advise non indigent defendants that it is their responsibility to get a lawyer before they return to court on the adjourned date.
- Since there is an attorney client relationship in Arraignment B, you may give your business card to such defendants and you are encouraged to use the approved information sheets and questionnaires for Arraignment B and to transcribe such information sheets and questionnaires onto your letterhead and give them to the defendants.

- You may not tout your own ability to handle a particular defendant's case or any case in an effort to have such defendant retain you privately.
- You may not tell any defendant to call you before the next court date in an effort to have such defendant retain you privately.
- You may not tell any defendant that you will represent them if they can't find another attorney in an effort to have such defendant retain you privately.
- You may not quote a fee to any defendant while you are acting as attorney-of-the-day in an effort to have such defendant retain you privately.
- You may not, under any circumstances, accept any money from any defendant while you are acting as attorney-of-the-day.
- You may not handle any retained case while you are serving as attorney-of-the-day. If you have a previously retained case scheduled for the same day as your Arraignment B date, have someone else cover the retained case or call this office and we will have someone else cover the Arraignment B assignment.
- If the defendant asks if you can represent them on their next court date, you may do so as long as it is their idea, but you are not to quote any fee or accept any money from such defendant while serving as attorney-of-the-day. Rather, if such defendant indicates that he/she is considering retaining you, you should instruct him/her to see you in your office or in the courthouse, after your 18B duties in Arraignment B and in the 511 vacate part are fully concluded. Stated another way, no private retainer agreement should be discussed, begun or concluded while you are serving as attorney-of-the-day.
- After a defendant has been arraigned and given an adjourned date, unless that defendant has indicated that he/she has decided to use your services, you are not permitted to initiate further contact with such defendant by telephone or by mailings of any kind.
- Similarly, if a defendant says he/she will call you to have you represent them and if they do not thereafter call you, you may not call them to check on them or for any other reason.

PARTS 10, 11 and 12

Parts 10, 11 & 12 are Legal Aid parts. They are adjacent to each other. One District Court 18B "Attorney of the Day" is assigned to these parts every weekday. The attorney should introduce him/herself to the clerk of each part and be prepared to be present in one of the parts. He/she should advise all clerks of his/her whereabouts.

In the event that the attorney seeks to handle a private matter in the same courthouse, he/she should advise the clerks of this fact, and of his/her pager number. In no event should any such absence be for an extended time period, and in no event is such private time to be billed as an 18B expense.

PART 9

Part 9, although technically a District Court part, serves as a felony screening part and consists of cases on which felony complaints have been filed. Two 18B "Attorneys of the Day" (one County Court Panelist and one Major Felony Panelist) are assigned to Part 9 on a daily basis. One serves as the primary attorney and the other as backup attorney. The primary attorney should introduce him/herself to the clerk upon arrival and remain in the Part until the calendar is concluded. This attorney will be assigned all cases on which the Legal Aid Society has a conflict, or where a split fee agreement exists.

The backup attorney should also introduce him/herself to the clerk and remain in Part 9 to assist the primary attorney (by taking some of the assignments if there are a large number) but the backup attorney is also required to go to individual County Court Parts when a Legal Aid conflict develops and an 18B attorney's presence is required.

Applicants who in the opinion of the Administrator do not have sufficient experience in the daily operation of Part 9 in Nassau County are required to spend time in Part 9, trailing an experienced 18B Panelist. This is a training period for the applicant and is not reimbursable. No applicant will be given any Part 9 assignments unless he/she has first completed this requirement.

ADDITIONAL DUTIES OF 18B COUNSEL

In addition to all other duties required of 18B counsel, it is imperative that following sentence, the defendant's right to appeal be preserved. In that regard, counsel should familiarize him/herself with Appellate Division Part 671;

VOUCHERS

In order to be paid, Panelists must submit vouchers to this office. There are two types of vouchers: a short form (County) voucher and a long form (18B) voucher. For each case, submit 2 short and 2 long. Keep a third copy of each for your records.

If you want to print out long form vouchers from our website be sure to first put legal size paper in your printer, and if necessary, change your printer setting to legal size paper. (This usually involves hitting "print", then "properties", "paper", "legal" and "OK".) We cannot accept long form vouchers on letter-sized paper.

Vouchers should be submitted within 45 days from the date when an attorney-of-the-day assignment is completed or when a case is completed (by sentencing or, if applicable, by your filing a Notice of Appeal).

There is no payment for voucher preparation. Use of "research" or "file closing" as a euphemism for voucher preparation is unacceptable. Any panelist who is found to submit inflated or false vouchers will be dismissed from the Panel.

Disbursements will be paid when accompanied by receipts or other backup material but items such as local telephone calls and stenographic services are considered to be overhead and not disbursements.

When in court, the lunch break is not considered as time for which payment will be made.

In-court hours are to be billed on an actual time basis. This means that your rider should note your arrival time [e.g. 9:30 a.m.] and departure time [e.g. 10:30 a.m.].

If you have several cases on for the same date, you may only bill for the actual time spent in court. If, for example, you are defending clients "A" and "B" from 9 AM to 11 AM on a given date, you should divide the 2 hours between the 2 clients: e.g. 1 & 1, ½ & 1 ½ etc.

New York County Law § 722-b provides a maximum counsel fee of \$2400 in a misdemeanor and \$4,400 for all other cases, unless extraordinary circumstances are present. Payment is based upon the nature of the original charge in the information or indictment. If the original charge is a felony, all billing is at \$75 per hour, even if the case is disposed of as a misdemeanor or violation.

In the event that there is prolonged litigation and the hours of services for which payment is to be made cause the voucher to exceed the statutory maximum, even by one dollar, an affirmation of extraordinary circumstances must also be submitted. Extraordinary circumstances include, among other, complex legal issues, necessity for hearings, necessity for trial, and multiple defendants.

If a case is disposed of in County Court be sure that an Indictment number or SCI number is on your voucher.

Panelists should understand that the Administrator does not set counsel's fee. The fee is statutory and set by the Trial or Appellate Courts depending on whether the services were rendered in the Trial or Appellate Courts.

Panelists must set up a separate file for each case assigned to him/her. This file must be maintained for a period of six (6) years for possible inspection by The Nassau County Comptroller.

Submission of Old Vouchers

Our rules require that vouchers be submitted within 45 days of the disposition of a case. My philosophy is that if you have done the work you should be paid for it, regardless of the age of the voucher. I will therefore submit all vouchers for payment regardless of their age. I strongly advise, however, that if you are submitting vouchers that are over 8 months old, you also submit an affirmation of explanation. Many judges will not sign old vouchers without such an explanation. The best scenario, of course, is for you to comply with the 45 day Rule whenever possible.

PROPER PROCEDURE FOR BILLING OF HOURLY FRACTIONS

You should bill for actual time spent on a case, as follows:

.05 (for 3 minutes)

.10 (for 6 minutes)

.15 (for 9 minutes)

.20 (for 12 minutes)

.25 (for 15 minutes)

If in doubt, use the closest fraction. If, for example, you are on a telephone call for 5 minutes, bill me for .10 hours and not $\frac{1}{4}$ of an hour. Be sure to bill in fractions (.05, .10, .15 etc) and not minutes.

INTERIM VOUCHERS

Given the increasing number of specialized courts where defendants' cases are adjourned for lengthy periods for treatment purposes, I am changing the rules on voucher submissions.

From now on, attorneys who represent a defendant in the Family Treatment Court may submit an interim voucher after the dispositional phase and a final voucher after graduation or, in the alternative, when permanency has been achieved.

Attorneys who represent a defendant in the Drug Treatment Court may submit an interim voucher after the plea is taken and a final voucher after graduation or completion.

Attorneys who represent a defendant in a DTAP case may submit an interim voucher after the plea is taken and a final voucher when the plea is vacated or the defendant sentenced.

Please remember that your representation of such defendants continues after the interim voucher has been submitted and that it is your responsibility to appear on behalf of your client during the treatment period whenever the Court determines that your presence is required. You will be compensated for such appearances when you submit your final voucher.

INTERIM VOUCHERS

In my last correspondence, I told you that it was acceptable for you to submit interim voucher on cases in the Drug Treatment Court, Family Treatment Court and DTAP. Please note, however, that when you submit an interim voucher, you should print the words "INTERIM VOUCHER" in Bold Caps immediately following "Case Synopsis". When you submit a final voucher on the case, you should print the words "FINAL VOUCHER. AMOUNT PREVIOUSLY RECEIVED: \$XXX" in Bold Caps immediately following "Case Synopsis". Obviously, you should thereafter add whatever individual case synopsis is appropriate.

VOUCHERS SUBMITTED IN CONNECTION WITH NEW PERMANENCY LEGISLATION

Under the new permanency legislation in Family Court, Article 10 cases involving children placed outside the home, which used to involve Orders of Placement with one year expiration dates, are now being calendared every six months, with automatic permanency hearings scheduled every six months unless and until the child is returned to the home. We are treating each permanency hearing, together with the permanency conference held 30 days before such hearing, as a new case. This means that the Family Court Panelist originally assigned may submit a voucher after the initial removal, and a new independent voucher, for every permanency conference and hearing thereafter. These vouchers will not be treated as interim vouchers as in the case of Family Treatment Court, Drug Treatment Court or DTAP, but as new vouchers on new cases. The \$4400 cap on any single case will thus begin again with each new permanency conference and hearing. The attorney originally assigned to a party will remain as the assigned attorney for the duration of all such hearings even though they are considered to be new cases for purposes of voucher submission. It is expected that every such attorney will see his/her client before each permanency hearing and to attend each permanency conference held in advance of each such hearing.



ASSIGNED COUNSEL DEFENDER PLAN

PATRICK L. McCLOSKEY
ADMINISTRATOR

JOANNE FERRANTE
ADMINISTRATIVE ASSISTANT

DINA FERRANTE
ADMINISTRATIVE SECRETARY

MARIE PASCUZZI
CLERICAL ASSISTANT

15TH AND WEST STREET
MINEOLA, NY 11501

TEL: 516-747-8448
FAX: 516-873-8032
web: nassau18b.org

January 30, 2007

Re: Assigned Counsel in Supreme Court

Dear Family Court Panelist:

A new subdivision 8 was added to section 35 of the Judiciary Law last year, pursuant to which Justices in Supreme Court are required to provide assigned counsel to indigent adults in Supreme Court in all cases where "if such proceedings were pending in family court such court would be required by section two hundred sixty two of the family court act to appoint counsel".

I have provided all of the matrimonial Judges in Supreme Court with a current list of all Nassau Family Court panelists. You may thus be called upon to represent someone in Supreme Court. Please note, however, that subdivision 5 of Section 35 states that "All expenses for compensation and reimbursement under this section shall be a state charge" (emphasis supplied)

Thus, you should not use the vouchers that are used in Family Court when you seek to be paid. Rather, you must complete a State Court voucher entitled "Assigned Counsel Voucher - Judiciary Law 35 (8)" and an "Attorney Activity Sheet". These vouchers, copies of which are enclosed, do not go through this office. They must be approved by the presiding Supreme Court Justice and then forwarded to the Chief Clerk of the Supreme Court. Finally, please note that the State will not pay you for representation associated with divorce, annulment or equitable distribution, and this office has no authority to do so. You should be guided accordingly.

Good Luck in this new endeavor.

Very truly yours,

Patrick L. McCloskey

EXPERTS

We have an Expert's Panel, consisting of experts in various fields. A copy of the Experts' Panel can be found at our website ("Nassau18B.org"), by clicking on "Experts" on the homepage.

Please note that, if you seek to engage the services of an expert, you must use one of the experts on the Experts' Panel. If you want to use an expert who is not on the Panel, call me first and I will try to arrange for that person's acceptance onto the Panel. Bottom line: unless the person is on the Experts' Panel, they will not be paid.

A second prerequisite to using an expert is that you must first obtain a Court Order authorizing the use of such expert. Sample motions and orders can be found on our website by clicking on "Motions" on the homepage. Note: **all motions for experts are made ex parte**. You should not notify or serve such papers on the District Attorney's office.

At present, the statutory limit for a payment to an expert is \$1,000 per case, absent extraordinary circumstances (County Law § 722c). If services will cost more than \$1000, counsel should prepare a Supplemental Order for the Court, outlining in specific language the need for extraordinary services in excess of the statutory maximum. Need and indigency must be shown in the affidavit. It is far easier to have the court approve an extra expense before it's incurred than afterward. It is counsel's responsibility to assist the expert in recovering fees for services rendered.

Where counsel believes that an investigator is necessary, he/she should apply to the court for an order, unless circumstances dictate that an investigator be employed immediately; in that case, the attorney should later apply for a non-pro-tunc order. Note: we have a short form Affirmation and Order that can be used for investigators. Call this office if you need a copy.

Counsel should not pay the investigator or any expert out of his/her own funds. The expert should submit his/her own voucher as soon as the services are completed. Counsel should approve the voucher and make sure a copy of the Court Order is included. The paperwork should then be submitted to this office for processing.

EXHIBIT B

NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC.

BUDGET

JANUARY 1, 2018 – DECEMBER 31, 2018

ADMINISTRATOR	\$ 114,689.00
ADMINISTRATIVE ASSISTANT	\$ 64,029.00
ADMINISTRATIVE SECRETARY	\$ 59,553.00
CLERICAL ASSISTANT P/T	\$ 17,000.00
PAYROLL TAXES (FICA)	\$ 22,000.00
HEALTH INSURANCE	\$ 36,000.00
SUPPLIES	\$ 4,000.00
POSTAGE	\$ 800.00
TELEPHONE	\$ 3,500.00
ACCOUNTING SERVICE	\$ 10,000.00
MANDATORY CLE	\$ 0.00
OFFICE COPIER RENTAL AND SERVICE	\$ 5,500.00
RENT	\$ 29,000.00
LEGAL PUBLICATIONS	\$ 3,000.00
COMPUTER SERVICES	\$ 12,000.00
OFFICE EQUIPMENT REPAIR	\$ 1,000.00
GENERAL LIABILITY INSURANCE	\$ 2,300.00
PROFESSIONAL LIABILITY INSURANCE / DEDUCTIBLES	\$ 20,000.00
*ACCRUED INTEREST	\$ 1,014.00
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TOTAL ADMINISTRATIVE EXPENSES	\$ 405,385.00
ATTORNEY AND EXPERT FEES	\$ 7,243,604.00
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TOTAL BUDGET	\$ 7,648,989.00

* INTEREST PAID BY ACDP ON LOANS FOR ADMINISTRATIVE EXPENSES FOR 2017

EXHIBIT C

Panels

We have panels for misdemeanors, felonies, major felonies, Surrogate's Court, Family Court, parole revocations, criminal appeals and Family Court appeals.

Additional pages....

Nassau County
 Assigned Counsel
 Defender Plan
 15th & West Sts
 Mineola, NY, 11501
 Phone 747-8448
 Fax # 873-8032

General Qualifications for 18-B Criminal Panels

1. The applicant must be a full time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.
2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.
3. Each applicant must either live or maintain an office in Nassau County.
4. Applicants to the various panels must have the indicated number of years of experience in practice at the Bar. This does not mean admission to the Bar but actual practice.
 - a. District Court (Including Glen Cove and Long Beach Court) 1 Year
 - b. County Court 4 Years
 - c. Major Felony Panel 5 Years

5. Notwithstanding the foregoing, an applicant may gain admission to the County Court or Major Felony panel, with fewer than the stated years of experience, if the Assigned Counsel Screening Committee, in conjunction with the Assigned Counsel Administrator, determine that said applicant's prior criminal experience in a District Attorney's office, Legal Aid Society or Public Defenders Office warrants such admission.

6. Notwithstanding any other provision of these general qualifications or of the specific qualifications for the individual panels, an applicant may gain admission to any panel if he/she possesses such skills as are necessary to properly fulfill the requirements of such panel, but such admission shall be granted only by a majority vote of the Assigned Counsel Screening Committee, acting in conjunction with the Assigned Counsel Administrator.

Assigned Counsel Plan Qualifications for Admission to the 18-b Panel For the District Court (including Long Beach / Glen Cove)

The applicant must qualify under one of the four categories set forth.

Category I

1. Actual court experience in at least five criminal cases within the past 3 years involving as least:
 - a) Three negotiated pleas, dismissals or other non-trial disposition.
 - b) Two litigated motions in which oral testimony was taken and a decision rendered.
 - c) One jury trial which proceeded to verdict and one bench trial or two jury trials.
2. Applicant must submit names of the following references:
 - a) Two judges before whom applicant has conducted a litigated motion or trial.
 - b) Two trials or hearing adversaries.
 - c) Two co-counsels with whom applicant has handled criminal cases, or attorneys who are familiar with applicant's work through actual in-court observation.

Category II

1. Appearance in court as co-counsel within the last three years with an experienced criminal lawyer on at least ten criminal cases involving at least:
 - a) Five negotiated pleas, dismissals or other non-trial dispositions.
 - b) Two litigated motions in which oral testimony was taken and a decision rendered.
 - c) Two jury trials which proceeded to verdict or one bench trial and one jury trial.

Family Court

Our Family Court Panelists deal with neglect proceedings, custody and visitation rights, support proceedings, contested adoptions, litigated paternity, and termination of parental rights.

Commitments

We are looking for attorneys who have a serious commitment to the defense of the indigent. If that is you, and if you fulfill our other qualifications, we want you.

Nassau Panel

You must live or work in Nassau County to be on our panel.

2. Applicant has completed an intensive course in criminal law and procedure which has been approved by the Assigned Counsel Administrator.

3. Applicant must submit names of each of the following references:

- a) The attorneys with whom the applicant appeared as co-counsel.
- b) Two judges before whom applicant appeared as co-counsel.
- c) Two attorneys familiar with applicant's ability and knowledge.

Category III

1. Exceptional trial advocate on non-criminal matters who has had at least five jury trials, in any area of law, within the past three years.

2. Participate in Mentor Program.

3. Appearance in Criminal Court as co-counsel with an experienced criminal lawyer, three negotiated pleas, dismissals or other non trial dispositions, one litigated motion and one jury trial.

4. Applicant can demonstrate knowledge in criminal law and procedure by having taken an approved intensive course.

5. Applicant must submit names of the following references:

- a) Three judges before whom applicant has conducted jury trials.
- b) Three trial adversaries.
- c) Three attorneys familiar with applicant's ability and knowledge.

Category IV

A former judge of the District Court, County Court, Criminal Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench.

Qualifications for Admission to 18-b Panel Of the County Court

The applicant must qualify under one of the two categories set forth.

Category I

1. Actual court experience in at least 15 (fifteen) criminal cases within five years, involving at least:

- a) Ten negotiated pleas, dismissals or other non-trial dispositions, at least five of which occurred post-indictment;
- b) Three litigated motions, post-indictment in which oral testimony was taken and a disposition rendered;
- c) three post-indictment jury trials which proceeded to verdict or appearance as co-counsel on one post-indictment jury trial which proceeded to verdict and two appearances as sole counsel on post-indictment jury trial; or the trial of eight (8) misdemeanor cases that proceeded to verdict, at least six (6) of which were jury trials.

2. Applicant must submit names of each of the following references:

- a) Each judge before whom applicant appeared as either trial counsel or co-counsel in post-indictment jury trial (up to three).
- b) Each judge before whom applicant has litigated a motion. (Up to three)
- c) Three trial or hearing adversaries.
- d) three co-counsels with whom applicant has handled criminal cases or attorneys who are familiar with applicant's work through actual in-court observation.

Category II

A former judge of the District Court, County Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench who receives favorable recommendations from at least 3 attorneys who have practiced before this person within the last three years.

Qualifications for Admission to 18-b Panel - Major Felonies

Category I

1. Actual court experience in at least thirty criminal cases including at least:

- a) Twenty negotiated pleas, dismissals or other non-trial dispositions of felony cases, at least 10 of which occurred post-indictment.
- b) Ten litigated motions, post-indictment at which oral testimony was

taken.

c) Five felony trials which proceeded to verdict, at least two of which were a "C" felony or higher.

d) Cross examination during trial of at least four of the following expert witnesses:

- police officers
- undercover agents
- medical experts
- ballistics expert
- laboratory technicians
- psychiatrist or psychologists
- fingerprint experts

2. Applicant must submit names of each of the following references:

a) Five judges before whom applicant has conducted a litigated motion, hearing or trial;

b) Five trial adversaries;

c) Five co-counsels with whom applicant has handled criminal cases or attorneys who are familiar with applicant's work through actual in-court observation.

Category II

A former judge of the County Court or Supreme Court (Criminal Term) who has recently retired or voluntarily resigned from the bench who received favorable recommendations from at least 5 attorneys who have practiced before this person within the last three years.

Appellate Panel

Applicants for the certification to the appellate panel must have recent criminal law experience on either the trial or appellate level, be up-to-date on their knowledge of the criminal law and its ever changing constitutional requirements and be able to perceive all relevant issues through the mere reading of a trial transcript. In addition, applicants must have knowledge and awareness of the legal issues that arise in criminal practice and be able to skillfully enunciate the issues in a brief and support the points of law with thorough research, properly cited. Applicants must submit a sample of their writing, such as a brief, a memorandum of law, law review articles or other similar publication.

An attorney with a good academic background, criminal law experience, the requisite writing and verbal skills, motivations and attitude should be able to skillfully handle appellate work. Therefore, the following minimum requirements must be met:

1. Actual experience in at least ten criminal cases, on either the trial or appellate level, during the past three years;

2. A writing sample consisting of a brief, law review article or similar publication (two documents).

3. Applicant must submit names of each of the following references to the committee:

a) Three judges before whom applicant has handled criminal matters, on either the trial or appellate level;

b) Three trial or appellate adversaries;

c) Three co-counsels with whom applicant has handled criminal cases, or attorneys familiar with applicant's work through actual in-court observations. (No cross-references permitted)

Parole Panel

Any member of the County Court Panel or Major Felony Panel, or any member of the District Court Panel who has demonstrated, to the satisfaction of the Administrator, a comprehensive knowledge of the law relating to felony sentencing, and who was in attendance at the Nassau Academy of Law's Parole Revocation Program on May 10, 2004, or who presents evidence of having seen the recording of that program, is eligible for participation in the Parole Panel.

Family Court Requirements:

Each applicant to join the Family Court Panel must be on the Second Department's Law Guardian Panel.

Each applicant must have participated on at least two occasions in each of the following proceedings, either as law guardian or as a representative of the petitioner or respondent.

1. Permanent Neglect Proceeding
2. Neglect
3. Termination of Parental Rights
4. Custody/Visitation
5. Support Proceeding
6. Litigated Paternity
7. Family Offense
8. Contested Adoption

These Proceedings need not have occurred in Nassau County alone. Each applicant must supply the Administrator with the following information as to each of the listed proceedings: Name, address and telephone number of each participating attorney; name of the Judge; type of proceeding; applicant's role in proceeding.

General Qualifications for 18b Family/surrogate's Court Panels

1. The applicant must be a full time practicing lawyer. Applicants who are regularly employed in some other occupation are not eligible.
2. Each applicant must maintain a business office where he/she can receive and interview clients and witnesses.
3. Each applicant must either live or maintain an office in Nassau County.
4. Applicants to the Family Court panel must be members of the Law Guardian Panel for at least one year before becoming eligible to join the 18B panel.
5. Applicants to the Surrogate's Court panel must be in practice for at least 18 months handling custody/adoption matters before eligible to join the 18B panel.

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Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

(Name) Robert M. Nigro

(Address) 31 Hilary Drive Bayville, NY 11709

(Telephone Number) 516-314-0858

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

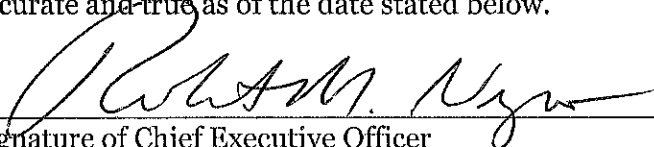
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of

wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

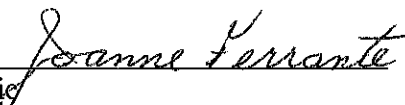

Signature of Chief Executive Officer

Dated:


Name of Chief Executive Officer

Sworn to before me this

1 day of November, 20 17


Notary Public

JOANNE FERRANTE
Notary Public, State of New York
No. 01FE4896087
Qualified in Nassau County
Commission Expires May 18, 20 19

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the

utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a

determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation,

or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2017

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

PRODUCER AssuredPartners Northeast, LLC 100 Bayl's Road Suite 300 Melville NY 11747	CONTACT NAME: Melisa Ahlers PHONE (A/C, No., Ext.): (631)466-4000 FAX (A/C, No.): (631)466-4005 E-MAIL ADDRESS: mahlers@cbsinsurance.com
INSURED Nassau County Bar Association Assigned Counsel Defender Plan Counsel Defender Plan, Inc. 15 & West Street Mineola NY 11501	INSURER(S) AFFORDING COVERAGE INSURER A: Axis Surplus Lines Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL17101797044**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 SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability		ENN599412	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 250,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
		MED EXP (Any one person) \$				
		PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 250,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					PRODUCTS - COMP/OP AGG \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				Deductible \$ 5,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2017

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).

PRODUCER ASSURED SKCG INC 1373 VETERANS MEMORIAL HWY HAUPPAUGE, NY 11788 (888) 661-3938	CONTACT NAME: PHONE: A/C, No, Ext): (888) 661-3938 FAX: A/C, No): (888) 972-0021 E-MAIL: ADDRESS: ServiceCenter@travelers.com
	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 773479804411092** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X		680-150R0161-17	09/16/2017	09/16/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-5J093166-17	09/16/2017	09/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION, CG T4 91.

CERTIFICATE HOLDER NASSAU COUNTY EXECUTIVE BUILDING - 1 WEST STREET 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 <i>Therese J. Swan</i>
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/12/2017

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

AGENCY ASSURED SKCG INC 1373 VETERANS MEMORIAL HWY STE 8 HAUPPAUGE, NY 11788		PHONE (A/C, No, Ext): (888) 661-3938		COMPANY TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD, CT 06183	
FAX (A/C, No): (888) 872-8921		E-MAIL ADDRESS: Service.center@travelers.com			
CODE: XY286		SUB CODE: 700			
AGENCY CUSTOMER ID #: 6899V3036					
INSURED NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN INC. 15TH & WEST ST MINEOLA, NY 11501		LOAN NUMBER		POLICY NUMBER 680-150R8161-17	
		EFFECTIVE DATE 09/16/2017		EXPIRATION DATE 09/16/2018	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 15TH & WEST STREET MINEOLA, NY 11501
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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUSINESS PERSONAL PROPERTY - SPECIAL - REPLACEMENT COST	\$51,424	\$1,000

REMARKS (Including Special Conditions)

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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.

ADDITIONAL INTEREST

NAME AND ADDRESS COUNTY OF NASSAU 1 WEST ST MINEOLA, NY 11501	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>		