1. Rules Notice

   Documents:

   6-1-26 RULES NOTICE.PDF

2. Rules Agenda

   Documents:

   6-1-26 RULES.PDF

3. NCWEB E Contract Documents

   Documents:

   E-64-26 NCWEB.PDF
   E-65-26 NCWEB.PDF
   E-66-26 NCWEB.PDF
   E-67-26 NCWEB.PDF
   E-68-26 NCWEB.PDF
   E-69-26 NCWEB.PDF
   E-70-26 NCWEB.PDF
   E-71-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE ON MONDAY, JUNE 1ST , 2026, AT 1:00 PM IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings. At meetings of the Legislature's committees and prior to the call of the first committee, members of the public may speak on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublic-Comment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

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

DATED: MAY 26, 2026
Mineola, NY

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

NASSAU COUNTY LEGISLATURE

16th TERM MEETING AGENDA

RULES COMMITTEE

JUNE 1ST , 2026 1:00 PM

Howard Kopel – Chairman
Thomas McKevitt – Vice Chairman
John Giuffré
James Kennedy
Delia DeRiggi-Whitton– Ranking
Arnold W. Drucker
Scott M. Davis

Michael C. Pulitzer, Clerk of the Legislature

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

123-26	**CE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION RATIFYING THE CHIEF DEPUTY COUNTY EXECUTIVE'S EXECUTION OF CERTAIN CONTRACTS FOR THE PERFORMANCE OF WORK ON PROJECTS AUTHORIZED PURSUANT TO THE 2025 CAPITAL BUDGET AMENDMENT APPROVED BY ORDINANCE NO. 29-2025. 123-26 (CE)
124-26	**LE**	**R**	**RESOLUTION NO. – 2026** A RESOLUTION TO APPOINT RYAN SAKOWICH TO THE BOARD OF DIRECTORS OF THE NASSAU COUNTY LOCAL ECONOMIC ASSISTANCE AND FINANCING CORPORATION. 124-26 (LE)
E-64-26	**IT**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND RAJ TECHNOLOGIES INC. E-64-26 (IT)
E-65-26	**AT**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND ROSENBERG CALICA BIRNEY LIEBMAN & ROSS, LLP. E-65-26 (AT)
E-66-26	**AT**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND LAW OFFICE OF VINCENT D. MCNAMARA. E-66-26 (AT)
E-67-26	**AT**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND CAMPANELLI & ASSOCIATES, P.C. E-67-26 (AT)
E-68-26	**TV**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ALAN J. SCHWARTZ. E-68-26 (TV)

E-69-26	**TV**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND STEPHANIE KAUFMAN. E-69-26 (TV)
E-70-26	**TV**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND CHRISTOPHER QUINN. E-70-26 (TV)
E-71-26	**TV**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND DOUGLAS J. LEROSE. E-71-26 (TV)
			THE FOLLOWING ITEMS MAY BE UNTABLED
E-50-26	**PK**	**R**	**RULES RESOLUTION NO. – 2026** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS AND METAMORPHIC CONCERTS LLC. E-50-26 (PK)

Certified: --

E-64-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MAY 26, 2026 9:27 AM

NIFS ID: CQIT26000003

Capital: **X**

Contract ID #: **CQIT26000003**

NIFS Entry Date: **03/30/2026**

Department: Information Technology

Service: **SUPPLEMENTAL STAFFING**

Term: **3 years with from execution date; 2 year optional extension**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Raj Technologies Inc.**	ID#:**113013325**
Main Address: **110 Terminal DrPlainview, NY 11803**	
Main Contact: **Raj Mehta**	
Main Phone: **(516) 576-9494**	

Department:
Contact Name: **Nancy Stanton ***Final copies to Rosemarie Torla*******
Address: **240 Old Country Road Mineola, New York 11540**
Phone: **(516) 571-4451**
Email: **rtorla@nassaucountyny.gov**

Contract Summary

Purpose: NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. RAJ Technologies Inc. is one of those vendors. This agreement enables RAJ Technologies, to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

Procurement History: The Contract was entered into after a written request for proposals was issued on March 17, 2025. Potential proposers were made aware of the availability of the RFP by advertisement in NY Post, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on May 14, 2025. Sixty-six proposals were received and evaluated. The evaluation committee consisted of: Rosemarie Torla (IT), Joseph Jacovina (IT), Andrew Lester

(IT), Erick Bautista (IT), and Julie Curtis (IT). The proposals were scored and ranked. As a result of the scoring and ranking, five vendors were selected. The RFP # is IT0317-2507 and the STS reference # is 11491.

Description of General Provisions: NCIT may identify a need for individual or project related supplemental staffing "Services" and may issue SOWs (Statement of Work) on an as-needed basis to satisfy those needs.

2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.

3. Upon receipt of an SOW, vendors review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of the SOW, the vendor will submit offer(s) to provide the supplemental staffing services needed under the SOW by:

a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.

b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.

c. Submitting any forms that NCIT requires to be submitted with SOW responses.

4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.

5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in the SOW.

Impact on Funding / Price Analysis: 75000

Change in Contract from Prior Procurement: NA

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: IT0317-2507

Advertised On: 03/14/2025

Advertised In: Bid Board, Official Newspaper, Other emails/phone calls to known vendors and resellers

Proposals Due On: 05/14/2025

Number of proposals received: 66

Evaluation Committee members: Rosemarie Torla (IT), Joseph Jacovina (IT Deputy Commissioner), Andrew Lester (IT Deputy Commissioner), Julie Curtis (IT), Erick Bautista (IT)

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

The RFP Evaluation Committee agreed that it was not feasible to look for the ‘lowest’ prices, as the best pricing. The prices are hourly rates paid to consultants. In New York City and Nassau County specifically, consulting rates are much higher than most if not all, other states. In addition, there is a requirement for the consultants to work on site, therefore working remotely at a lower rate was not feasible. Therefore, we could not base our selection on the lowest price, especially when we observed that many of the hourly rates proposed were significantly lower than the rates we currently pay. Our approach was to take the average of the rates submitted by all vendors, as a benchmark. Not surprisingly, the average pricing was in line with the rates we currently pay our consultants, for each category. We created a matrix of pricing that included the hourly rates of the 33 categories, for each 'level' of expertise, for every vendor that went to Round Two, in the valuation. The matrix was 'conditionally color coded, allowing us to visually compare pricing from vendor to vendor. By working with this matrix it allowed us to eliminate very low 'unrealistic' , and very high pricing relatively quickly; and that allowed us to use pricing as a criterion for our selection process.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ 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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	ITGEN1000	DE505	ITGEN1000 DE505	01	$75,000.00
						TOTAL		**$75,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$75,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$75,000.00**

Routing Slip

Department			
NIFS Entry	Rosemarie Torla	04/16/2026 11:23AM	Approved
NIFS Final Approval	Nancy Stanton	04/16/2026 02:07PM	Approved
Final Approval	Nancy Stanton	04/16/2026 02:07PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	04/24/2026 05:13PM	Approved
Final Approval	Christopher Yansick	04/24/2026 05:13PM	Approved
County Attorney			
RE & Insurance Verification	Grady Farnan	04/27/2026 11:39AM	Approved
Approval as to Form	Julie Silverstein	04/28/2026 02:48PM	Approved
NIFS Approval	Mary Nori	05/05/2026 05:29PM	Approved
Final Approval	Mary Nori	05/05/2026 05:29PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	04/27/2026 09:43AM	Approved
NIFA Approval	Irfan Qureshi	05/04/2026 09:23AM	Approved
Final Approval	Irfan Qureshi	05/04/2026 09:23AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/06/2026 11:03AM	Approved
DCE Compliance Approval	Robert Cleary	05/11/2026 05:36PM	Approved
Vertical DCE Approval	Arthur Walsh	05/14/2026 12:26PM	Approved
Final Approval	Arthur Walsh	05/14/2026 12:26PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/22/2026 02:17PM	Approved
Legislature			
Final Approval			In Progress

Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND RAJ TECHNOLOGIES INC.

WHEREAS, the County has negotiated a personal services agreement with Raj Technologies Inc., to provide the County with technical expertise and supplemental staffing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an agreement with Raj Technologies Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department"), Raj Technologies Inc., a New York corporation, having its principal address at 110 Terminal Drive, Plainview New York 11803 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;
WHEREAS, the Contractor desires to perform the services described in this Agreement;
WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term**.
   (a) This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless sooner terminated as provided for herein. The Department may, in its sole discretion, renew the term of this Agreement, on the below agreed upon terms and conditions, for one (1) additional two (2) year period (the "Renewal Term"), for a possible total term of five (5) years, subject to the County's right of early termination as provided in the contract.

   (b) The decision to renew the contract(s) will be at the sole discretion of the Department and may be exercised by written notice thereof to the Contractor.

2) **Services**.
   (a) The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to providing information technology supplemental staffing services (the "Services") as described in detail in Exhibit A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

   (b) Renewal Services: Services to be provided during the renewal period shall remain the same unless otherwise stipulated, and agreed upon in writing, signed and agreed to by both parties.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed **$1,500,000 (One Million Five Hundred Thousand) DOLLARS,** (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be, **Seventy-Five Thousand, ($75,000.00)** DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) The Contractor shall not perform any work under the Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW"), authorized by the County in writing, and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (I) that was not authorized by an SOW, (ii) where the Contractor's costs exceed the amount authorized, (iii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iv) where the Contractor's costs exceed the amount/rates specified in **EXHIBIT B** ("Cost Schedule").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (I) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

Timing of Payment Claims. The Contractor shall submit claims no later than Forty-five (45) days following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(h) **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 parties and any funding source including the county.

(i) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (is) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

(j) **Payment Methodology.** All invoices/claims shall be presented to the County through

the Vendor Portal "Disclosures and Claims" applications on the Nassau County website. The vendor is responsible for maintaining accurate payment information on the Vendor Portal, to ensure payments can be properly submitted by the County.

4) **Stop Work Order:** The County at its sole discretion may issue a written order to the Contractor to stop work under a particular SOW ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the SOW for any reason.

   (a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:
   (i) Stop or suspend the work for a specific period of time, or
   (ii) Cancel the Stop Work Order and continue work on an SOW, or
   (iii) Terminate the work covered by the Stop Work Order

   (b) The County will issue a written order for the Contractor to resume work ("Return to Work Order"). If a Return to Work Order is issued, the Contractor shall resume working on the SOW. The County may make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW may be modified, in writing, accordingly, if :
   (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
   (ii) The Stop Work Order results in a change of deliverable(s) for an SOW.
   (iii) Any other reason the County deems necessary and appropriate.

   (c) If a Return to Work Order is not issued, and the work covered by the Stop Work Order is terminated, the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

   (d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

5) **Acceptance Criteria**
   (a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the

development of application or systems software, all software source and object code is the property of Nassau County.

(b) In the event that an SOW defines the need for the Contractor to provide specific Deliverable(s), Nassau County Department of Information Technology ("NCIT") shall notify the Contractor following installation of such Deliverable(s), if the Deliverable(s) are not acceptable. The notice shall specify in reasonable detail the reason(s) Deliverable(s) are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or noncompliance with the specifications was not reasonably ascertainable upon initial inspection.

(c) If the Contractor fails to promptly cure a defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW
- Terminate this Agreement
- Contract with a different Contractor for the Services
- Invoice the original Contractor for any differential in price between the original SOW price and the price charged by the new Contractor.

(d) When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

7) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has received. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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

9) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

10) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Appendix D(the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

11) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to

this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

12) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

14) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:
   (a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
   (b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
   (c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
   (d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
   (e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for

the period the Contractor is required to retain other records pertinent to performance under this Agreement;

(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

15) **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

16) **Contractor Personnel**

(a) The Contractor shall require all Contractor personnel providing Services under this Agreement to comply with all security requirements of the County.

(b) Key Personnel

i) The Contractor made a representation that it will provide personnel to provide Services under this Agreement that have unique skills, knowledge, training, and experience ("Key Personnel"). The Contractor acknowledges that its representation that it will engage and employ such Key Personnel to perform the Services was a material consideration in the award of this Agreement to the Contractor. Except as otherwise agreed by the parties in writing, the Contractor's engagement and employment of Key Personnel to perform the Services made in accordance with this Section is an obligation of the Contractor.

ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities are fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.

iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such a transition period, including through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

17) **Right to Works/Ownership of Work Product/Copyright.**.

(a) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(d) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(e) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

18) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection**. Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII

related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

19) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(f) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(g) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(h) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

20) **Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

21) **Warranty**.

(a) Contractor warrants and represents full ownership, clear title free of all lines, and/or that Contractor has obtained on behalf of the County perpetual license rights set forth herein to use any Deliverable. The contractor shall indemnify the County for any loss, damage or actions arising from a breach of this warranty. The County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the

Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

(d) The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(e) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(f) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.

(g) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. The Contractor shall not be responsible for coordinating services under the manufacturer's warranty after the expiration of the Project Warranty Period.

(h) The warranties set forth herein shall survive any termination of the Agreement with respect to an SOW in accordance with the stated warranty term(s).

22) **Assignment; Amendment; Waiver**. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (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.

23) **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Sections 16 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the

Contractor. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and/or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(e) The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

24) **Termination**.

a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

25) **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

27) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

28) **Data Breach**:

a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

29) **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.

30) **Notice**s. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   a) in writing to the above referenced addresses and in compliance with the below,
   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,
      iv) 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

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

31) **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.

32) **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.

33) **Appendices, Exhibits and Attachments**.

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

(a) Exhibit A: Scope of Services & Procedures
(b) Exhibit B: Cost of Services
(c) Appendix A: Supplemental Staffing Support Services Categories
(d) Appendix C: Non-Disclosure Agreement (NDA)Appendix EE: Equal Employment Opportunities for Minorities and Women
(e) Appendix L: Certificate of Compliance

34) **Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

35) **Financial Deterioration of the Contractor.** The Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

36) **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.

37) **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.
38) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

39) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

40) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

41) **Participation By Political Subdivisions, "PIGGY BACKING":** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

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

Raj Technologies Inc.

By: _____

Name: Raj Mehta

Title: CEO

Date: 4/1/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive
(or) ___, Chief Deputy County Executive
(or) ___, Deputy County Executive

Date: _____

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

On the 1st day of April in the year 2026 before me personally came Raj Mehta 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 CEO of Raj Technologies Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

DAIN MASSEY-WILLIAMS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6410827
Qualified in Suffolk County
My Commission Expires 11-02-~~2024~~ 2028

NOTARY PUBLIC

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

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

NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES & PROCEDURES

The purpose of this "Agreement" is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work ("SOW") issued by the Nassau County Department of Information Technology ("NCIT") for which that Contractor is eligible to provide Services as specified in Appendix B ("Cost Proposal").

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual, or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the thirty-three (33) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in **Appendix A ("Supplemental Staffing Support Service Categories")**. NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in **Appendix A**.

Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services identified under the SOW, indicate an hourly rate that is equal to or less than the rate indicated in **Exhibit B – Cost or Services**. Contractors must also submit resume(s) of personnel being proposed in response to the SOW, which will demonstrate the skills and skill 'Level' of the proposed personnels', years of experience relative to the exact "Support Service Category" identified under the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Individual Statements of Work

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor's personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to extend the term of the "Agreement", as provided for in section 24.d, **Contractor Assistance Upon Termination**, the period the Contractor's personnel continue to provide services to NCIT. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services, including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

NCIT will allow Contractors a specific period of time from the time NCIT issues a SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.

Contractor Reporting/Documentation

Upon selection to perform the Services specified in an SOW, the Contractor's personnel will be required to provide NCIT with a Weekly Status Report (time sheet). The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

Other Considerations

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor is responsible for validating that all personnel proposed to work under an SOW have the skills and experience identified on the resumes, whether by testing for specific skill sets or through thorough interviews performed by a Subject Matter Expert (SME) with knowledge of the requested "Support Service Category". Vendors are responsible for ensuring the proposed personnel are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project

requirements unless otherwise stated in the SOW.

Pricing Schedule (Total Firm Fixed Prices)
Rates for this Contract will remain firm for the life of the Contract. This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will not provide any extra compensation/ reimbursement for this purpose.

Contractor Performance Criteria
NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

Certification of Employee Skill Sets and Capability to Perform Required Tasks.

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner.

This includes, but is not limited to the Minimum Service Standards outlined in Section 15 above.

If NCIT terminates personnel placed on assignment by the Contractor because the personell's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor ***must*** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

Personnel Substitution.
The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

Contractor Disqualification
A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

Deliverables

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

Change Management Request
A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

EXHIBIT B
COST SCHEDULE

Support Service Categories

Within each Support Service Category, the County has defined three qualification levels (the "Qualification Level") listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C ("Supplemental Staffing Support Service Categories"), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the "Maximum Rate").

The Contractor's proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. The County is not responsible to pay an increased rate to personnel who, while working on a project under an existing SOW, becomes eligible for a rate increase based on a promotion to a higher Qualification Level,. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.

Service Category Number	IT Service Category	Level1 $/Hour	Level2 $/Hour	Level3 $/Hour
1	Labor Support Services	45.00	55.00	75.00
2	ClericalSupport Services	45.00	55.00	75.00
3	Help Desk Support Services	50.00	60.00	75.00
4	Desktop Support Services	55.00	65.00	80.00
5	Database Management Services	95.00	125.00	150.00
6	EDMS Services	70.00	85.00	105.00
7	IT Training Services	55.00	70.00	85.00
8	Electronic Commerce/EDI Services	75.00	90.00	105.00
9	Project Management Services	110.00	150.00	190.00
10	Microsoft Exchange Services	80.00	95.00	125.00
11	Computer Programming Services	115.00	135.00	155.00
12	System Programming Services	90.00	105.00	125.00
13	GIS Services	90.00	110.00	140.00
14	IT Support Staff Services - Data Center	55.00	75.00	90.00
15	Network Security Services	75.00	100.00	135.00
16	Computer Systems Security Services	75.00	95.00	125.00
17	Telecommunication Services (Analog Phone/Digital Phone/VoiP}	65.00	85.00	105.00
18	Technical Writing Services	45.00	60.00	80.00
19	Computer Systems Analysis Support Services	115.00	135.00	155.00
20	Unix and Linux System Administration Services	75.00	85.00	110.00
21	Web Environment Services	80.00	100.00	115.00
22	Software Engineering Services	80.00	100.00	125.00
23	Database Technical Services	80.00	100.00	120.00
24	Application Services for Servers/Blades	75.00	90.00	110.00
25	Wiring Technical Services	60.00	80.00	110.00
26	Wireless Networking Services	90.00	105.00	120.00
27	Network Support Services	60.00	75.00	90.00
28	Server Support Services	70.00	85.00	100.00
29	Project Support Services	105.00	115.00	125.00
30	People Soft Support Services	120.00	145.00	160.00
32	Information Technology Accouting Suppor	55.00	80.00	110.00
33	Radio Technology Support "Motorola"	110.00	150.00	195.00

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:
Level 1 – Individuals with three (3) or more years but less than five (5) years' experience within the specific Support Service Category.
Level 2 – Individuals with five (5) or more years but less than ten (10) years' experience within the specific Support Service Category.
Level 3 – Individuals with ten (10) or more years' experience within the specific Support Service Category.

Please Note: The following Support Service Categories are employed to supplement or augment current Information Technology staff.

Service Category Number	Service Category	Description
1	**Labor Support Services**	Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
2	**Clerical Support Services**	Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.
3	**Help Desk Support Services**	User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
4	**Desktop Support Services**	Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
5	**Database Management Services**	Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.
6	**EDMS Services**	Services specific to Electronic Document Management Systems (EDMS). • Professional Services - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving. • Programming Services - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
7	**IT Training Services**	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
8	**Electronic Commerce/ EDI Services**	Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems. • Professional Services - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance. • Programming Services - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
9	**Project Management Services**	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
10	**Microsoft Exchange Services**	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
11	**Computer Programming Services**	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
12	**System Programming Services**	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
13	**GIS Services**	Services specific to various forms of Geographic Information Systems (GIS). • Project Support Services – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS). • Programming/ Analysis Services - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.
14	**IT Support Staff Services – Data Center Operations**	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
15	**Network Security Services**	Services specific to security on the County network. • Professional Services - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN). • Other Services - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
16	**Computer Systems Security Services**	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
17	**Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)**	Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
18	**Technical Writing Services**	Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to: • Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers. • Online help and web-based help. • Product specifications. • Project planning & management. • Production and printing documentation. • Indexing of printed and online documents. Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
19	**Computer Systems Analysis Support Services**	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	**Unix and Linux System Administration Services**	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	**Web Environment Services**	Services associated with the County's web environment. • **Programmatic Support** – Tasks may include, but are not limited to: o Web Designers - Graphic development of new content areas on site, ILWWCM education/support. o Java Programmers – JSP understanding, web development, work with vendors. • **Technical Support** - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.
22	**Software Engineering Services**	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	**Database Technical Services**	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	**Application Services for Servers/Blades**	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
25	**Wiring Technical Services**	Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing. Must have and maintain a valid and clean driver's license. Must be able to provide transportation.
26	**Wireless Networking Services**	Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.
27	**Network Support Services**	Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity. Must have a valid and clean driver's license. Must be able to provide transportation.
28	**Server Support Services**	Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution. Must have a valid and clean driver's license. Must be able to provide transportation.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
29	**Project Support Services**	**Enterprise Services** – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&V) testing. **Graphics and Presentation** - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development. **Middleware Integration** - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration. **Operational** - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management. **Organizational** - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management. **Planning** - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management. **Research and Analysis** - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.

APPENDIX A
SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
30	**People Soft Support Services**	Design, develop, support and maintain County's Peoplesoft Human Capital Module applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, testing, reporting, procedures and best practices
32	**Information Technology Accounting Support Services**	Basic and government accounting services for Information Technology functions. Tasks may include, but are not limited to, management of operating and capital funds, accounts payable, accounts receivable, budgets development, analysis, and oversight, projections, chargebacks, cost accounting, journal entries, grant and contract management.
33	**"Radio Technology Motorola"**	**Familiarity with Motorola Premier One or Spillman Flex radio communication systems:** • **ASTRO 25 (P25)** - Mission-critical radio networks used by police and first responders. • **APX Radios** - Commonly used Motorola portable radios. • **Motorola CAD (Computer-Aided Dispatch) Systems**. • **MCC 7500 Dispatch Consoles** - IP-based dispatching systems. • Knowledge of **P25 (Project 25) Standards**, which ensure interoperability among public safety agencies. • Knowledge of FCC Rules and Regulations **Programming & Software Development – C, C++, C#, Java, C#/Net, ASP.NET – for integration, CAD,** for API development, 911 call handling interfaces, radio technology integration. **API Integration –** Telecom Components History, 3rd party GIS/mapping, Hexagon/Infor Asset management inventory, CC AWARE API **Network & Telecommunications Expertise –** VOIP for 911 routing, radio frequency networking and trunked, conventional simulcast radio systems, VPNs and encrypted communications **Cybersecurity & Compliance** - CJIS (Criminal Justice Information Services) compliance, AES-256 encryption, FCC Licensing compliance, real-time monitoring of PS grade telecommunications **AWS GovCloud, Azure Government**, **NG911 (Next Generation 911**

APPENDIX C
Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 1st day of April , 20 26 by and between the County of Nassau acting by and through its Department of Information Technology, ("Disclosing Party" or "County") and Raj Technologies, Inc. Corporation ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns**.**

WHEREAS, County and Contractor have entered into Nassau County contract number CQIT26000003, for Supplemental Staffing Services ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement that is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Raj Technologies, Inc. Corporation

By: _____
Name: Raj Mehta
Title: CEO
Date: 4/1/2026

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are

unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Raj Mehta (Name)

   110 Terminal Drive, Plainview, NY 11803 (Address)

   (516) 342-5451 (Telephone Number)

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

3. In the past five years, Contractor _____ (HAS) __X__ (HAS NOT) 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.

4/2/2026

Dated



Signature of Authorized Signatory

Raj Mehta

Name of Authorized Signatory

Sworn to before me this

2nd day of April, 2026.



Notary Public

DAIN MASSEY-WILLIAMS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6410827
Qualified in Suffolk County
My Commission Expires 11-02-~~2024~~ 2028

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Raj Technologies Inc.

2. Amount requiring NIFA approval: $1,500,000.00

Amount to be encumbered: $75,000.00

Slip Type: 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: to 3 years with from execution date; 2 year optional extension
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	Yes
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:

NCIT identified a need for individual and/or project related, technical expertise in the form of supplemental staffing services (the "Services"). The Supplemental Staffing Services contracts will expedite the procurement of such Services, that may be required in certain urgent situations, or on an 'as needed' basis, to address our rapidly changing technological environment and to support advanced technologies, utilizing skills and expertise not otherwise available with County employees. To meet these needs NCIT established this contract with five vendors who are qualified to provide a minimum of ten or more of the required supplemental staffing services to NCIT. RAJ Technologies Inc. is one of those vendors. This agreement enables RAJ Technologies, to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services. Only a portion of the full contract amount will be funded with Capital funds, in support of the Police Radio Project, scheduled to end sometime in 2029. We cannot determine at this time how much would be capital and how much would be under ITGEN.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months
CQIT20000002	09/25/2020	$0.00

AUTHORIZATION

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

IQURESHI 05/04/2026

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.

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?

YES [X] NO [ ] If yes, to what campaign committee?

Blakeman for Nassau - $1000
Nassau County Republican Party - $125
Friends of Dave Colon - $500
Curran for Nassau - $3000
Friends of Laura Gillen - $1000
Citizens for Santino - $2000
Friends of George Maragos - $300
Friends of John Brooks - $100
Friends of Judi Bosworth - $250
Martins for Nassau - $2000

Electronically signed and certified at the date and time indicated by:
Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/02/2026 12:59:45 pm

Vendor: Raj Technologies Inc.

Title: CEO

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.

Brown & Weinraub Advisors, LLC
One Commerce Plaza, 99 Washington Avenue, Suite 2020
Albany, NY 12260
(518) 427-7350

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

New York State

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

Raj Technologies Inc.
110 Terminal Drive
Plainview, NY 11803
(516) 342-5451

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

No specific lobbying activity has been conducted in Nassau County nor is planned to occur in the future, but we are including the lobbyist information for full disclosure and will update this information accordingly.

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

We do not have specific persons, organizations, or government entities whom the lobbyist is expected to lobby beyond NYS/NYC Agencies/Persons, but there has been no lobbying efforts nor is there any planned lobbying efforts with Nassau County.

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.

1 File(s) uploaded: RTI - Brown Weinraub Lobbying Agreement.PDF

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

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.

Electronically signed and certified at the date and time indicated by:
Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/02/2026 01:04:38 pm

Vendor: Raj Technologies Inc.

Title: CEO

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.

BROWN | WEINRAUB

Brown & Weinraub is pleased to present this proposal for government relations and associated advisory services to Raj Technologies Inc as it seeks to expand its business with governments in New York State. With extensive experience aligning business offerings with public procurement needs and unmatched familiarity with government IT systems, our firm is uniquely positioned to help advance your goals.

Strategic Objectives & Approach

Raj Technologies Inc., based in Plainview NY, provides a range of IT services, including consulting, systems integration, and managed IT solutions. Specialize in application development, systems integration, and data management, catering to both the public and private sectors., we see enormous opportunity to expand their appeal and scale in NY government. Their services also include network management, web-based services, and support for electronics and communication equipment. The company emphasizes delivering cost-effective, integrated solutions to meet clients' evolving IT and business needs .

Raj Technologies Inc. is committed to providing innovative IT solutions and services that meet their clients' evolving business needs. Their mission focuses on delivering customer-centric IT services, including systems integration, application development, and data management. Raj Technologies values customer satisfaction and strives to combine technology and innovation to deliver top-tier products and

Working with Raj Technologies, Brown & Weinraub will develop strategies to position the company for success in securing contracts with government entities in New York State, New York City and throughout the state. Our services will be tailored to your needs and will include:

- Provide political insights and intelligence regarding critical technology projects planned by NYS, NYC, and municipalities

- Examine the possibility of a statewide contracts for through which state entities and local governments could access its services
- Educate officials about the benefits Raj Technologies offers in helping NYS maximize return on investment
- Identify potential partnership opportunities for Raj Technologies
- Introduce Raj Technologies to key players in technology project planning, including
    - Governor's advisors
    - Division of Budget technology teams
    - NYS Office of Information and Technology Services
    - NYS Office of General Services
    - NY Office of the State Comptroller
    - The New York City Department of Information Technology and Telecommunications (DoITT)
    - NYS Department of Health
    - NYS Department of Labor
    - NYS Department of Motor Vehicles
    - NYS Department of Transportation and other infrastructure related agencies
    - NYS Department of Environmental Conservation and the Environmental Facilities Corporation
    - The Dormitory Authority (DASNY)
    - Legislative leaders and key staff
    - State and local IT leadership
    - Local government organizations
- Facilitate relationships with key business organizations and trade associations such as
    - NYS Forum
    - New York State Local Government Information Technology Directors' Association (NYSLGITDA)
    - Business Council of NYS

- Commission on Independent Colleges and Universities (CICU)(BW Client)
- Healthcare Association of NYS (HANYS) (BW Client)

- Advise Raj Technologies on compliance with NYS Lobbying regulations
- Advise on possible business to business opportunities and asset with introductions
- Educate and assist Raj Technologies with contract approval process
- Help Raj Technologies awareness in NYC
- Inform Raj Technologies of regulatory, legislative, and funding developments of interest to the company
- Invite Raj Technologies to educational, political, and other events

In addition to the Brown & Weinraub clients highlighted above, Raj Technologies will benefit from value-added introductions to businesses and organizations in the health, finance and insurance, energy and other key sectors represented by the firm.

About Brown & Weinraub

Brown & Weinraub, PLLC is New York's top lobbying firm, representing a broad spectrum of companies from Fortune 500 to start-ups doing business or seeking to expand in New York. Founded in 2001 by two lawyers who gained respect for each other's expertise and approach while working for Governor Mario M. Cuomo, the firm has grown to include more than 30 professionals with backgrounds in government and the private sector. With a team of individuals previously employed by NYS executive and legislative branches of government, local government, regulatory agencies, the financial service industry, health service providers, higher education entities, business development and advocacy organizations, as well as elected officials, Brown & Weinraub is at the forefront of strategic consulting and government operations and analytics.

Every member of our staff has been in positions where they had to find solutions, provide critical guidance, and make difficult decisions; we find a way.

Brown & Weinraub prides itself on employing creativity and knowledge to overcome obstacles and advance the interests of its clients. Clients benefit from experienced knowledge of the

state budget, funding streams, procurement, policy development, the legislative process – coupled with insights into and relationships with the individuals and entities involved.

Experience & Relationships

Brown & Weinraub is well experienced in advancing agendas that support broader goals – including effective use of government resources. We are similarly skilled at preventing the passage of legislation and implementation of regulations for which the negative implications are not fully understood. The strong relationships we have established with staff in the Governor's office and at key Executive agencies, as well as throughout the legislature and with officials in NYC and municipalities across the state, are based on data-driven advocacy. Members of the Brown & Weinraub team have credibility from having served in government and representing respected clients.

Brown & Weinraub employs a team approach to development of strategy and execution of advocacy efforts. As a result, clients benefit from the broadest possible range of ideas, experiences, and relationships. The following individuals will serve as the primary team for this engagement:

David Weinraub is the managing partner of the firm. He sets the overarching vision for the firm and provides the strategic framework necessary to meet each client's objectives. David was a member of Governor Mario M. Cuomo's senior staff, serving as Director of Legislative and Intergovernmental Affairs, which included policy coordination between NYS and NYC. He was also Counsel to Lieutenant Governor Stan Lundine and Director of Regional Services for the Department of State. The common theme of David's government service – confidential, high level, complex assignments with little margin for error. Throughout his tenure, he managed teams of diverse personnel and delivered victories across program areas and across the state. David regularly was asked to develop campaign plans for a variety of ballot initiatives and to advise on numerous elections at all levels of government.

Ron Greenberg whose more than two-decade-long career in NYS government included service as Deputy Budget Director to three governors, Deputy of Enterprise Shared Services, and Assistant Deputy Commissioner of Tax Policy. Ron developed and executed the statewide strategy for an enterprise-wide shared services program and was the architect of the most significant restructuring of technology services across New York State agencies. At his direction a single statewide Information Technology agency was created by consolidating the offices of over fifty state CIOs and an almost $1 billion budget.

Brian Matthews brings to the firm more than 30 years of experience in New York State Government throughout which he managed financial transactions and contracting. Most recently, Brian served as Chief Financial Officer for the Office of General Services (OGS) – the primary NYS government procurement and asset management entity. Brian similarly managed budgetary affairs and contracts at the Office of the New York State Comptroller where he was Director of the Bureau of Financial Administration. Brian has maintained a special interest in MWBE/MBE contracting, he is recognized among New York's MWBE Power 50 and the Power of Diversity: Black 100 by *City & State*.

Mary Beth Labate has more than 30 years of experience in government and public policy including a variety of leadership roles within the Budget Division where she ultimately served as NYS Budget Director; her areas of focus included the economic development, higher education, human services, transportation, and environment sectors. Following her position as Senior Advisor to the Chancellor for Fiscal Policy at the State University of New York, Mary Beth served as President of the Commission on Independent Colleges and Universities (CICU), an Albany based not-for-profit organization that represents the chief executives of New York's 100+ independent (private, not-for-profit) colleges and universities on issues of public policy.

Michael Cassidy joined Brown & Weinraub after serving as Assistant Director of State Operations for Governor Andrew M. Cuomo. His interactions with state agency staff and representatives of the State Budget Division, as well as his colleagues in the Governor's office, positions him as a resource in helping familiarize government officials with your agenda. Previous experience in policy development for the NYS Legislature also earned him a positive reputation with members of the Assembly and Senate and their staffers. At the firm Mike's diverse portfolio includes technology organizations, energy and development entities and institutions of higher education, among others.

Mike recently was recognized among New York's Responsible 100 for forward-thinking policy development by City & State NY.

Evan Rantzaklis deploys his extensive political campaign experience to help Brown & Weinraub enhance the advocacy strategy services it provides to all clients. As Executive Director of the New York State Democratic Senate Campaign Committee (DSCC), Mr. Rantzaklis assisted in crafting, and was integral in executing, the blueprint that resulted in the Senate's first "Super-Majority" in modern history. He also was the committee's principal point of contact for all Democratic Senate candidates across the state. As a result of this and his prior work in the NYS legislature Evan will be particularly helpful in our work elevating your profile among members of the Legislature.

Evan was recognized by City & State NY among New York's Political Power 100 and by PoliticsNY as a Power Player in the 2022 Election Cycle.

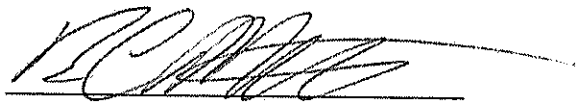
Proposal

Brown & Weinraub proposes a six (6) month contract with a monthly fee of $5,000, exclusive of expenses. No extraordinary expenses such as travel, or lodging would be undertaken without your approval. Our contract is fully compliant with requirements of the NYS Commission on Ethics and Lobbying in Government, either party may terminate this agreement by providing the other party with thirty day (30) written notice.

Optional Service for Additional Fee:

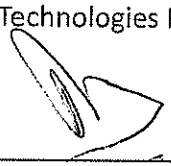
NYS Client Lobbying Compliance: Brown & Weinraub can manage compliance with NYS Commission on Ethics and Lobbying in Government regulations for your organization, including registration and routine reporting.

Brown & Weinraub



10/29/24

Raj Technologies Inc.



10/29/24

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: Raj Mehta
   Date of birth: 05/06/1955
   Home address: 321 Stonytown Road

   City: Manhasset | State/Province/ Territory: NY | Zip/Postal Code: 11030
   Country: US

   Business Address: 110 Terminal Drive

   City: Plainview | State/Province/ Territory: NY | Zip/Postal Code: 11803
   Country US
   Telephone: (516) 576-9494

   Other present address(es):

   City: | State/Province/ Territory: | Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

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

President	05/01/1990	Treasurer	05/01/1990
Chairman of Board	05/01/1990	Shareholder	05/01/1990
Chief Exec. Officer	05/01/1990	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

   100% Shareholder

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Raj Mehta , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raj Mehta , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Raj Technologies Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Raj Mehta RAJM@RAJTECHNY.COM

CEO

Title

04/02/2026 12:59:12 pm

Date

RAJ TECHNOLOGIES INC
A RESULTS ORIENTED COMPANY

110 Terminal Drive • Plainview, NY 11803
Phone: (516) 576-9494 • Fax: (516) 576-9499

4/1/2026

To Whom It May Concern,

This is to certify that Rajendra B. Mehta has no ownership interest in RBM Tech Center, Inc. Rajendra B. Mehta is a 100% owner of Raj Technologies Inc.

Rajendra B. Mehta is not a president or any other title in RBM Tech Center, Inc. as of January 1, 2018.

Thank You,

Rajendra B Mehta

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: 01/06/2026

1) Proposer's Legal Name: Raj Technologies Inc.

2) Address of Place of Business: 110 Terminal Drive

City: Plainview State/Province/ Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 611764069

5) Federal I.D. Number: 11-3013325

6) The proposer is a: Other (Describe) Raj Technologies Inc. is an S Corporation incorporated in NYS.

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

RESQ Solar Corporation & SASDI Inc. are affiliates both pending dissolution (waiting on formal IRS Letter).

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

Continuous monitoring and if a conflict of interest or question of conflict of interest arises, our policy is to contact the county attorney for a determination.

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.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/01/1990

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/ Territory	NY	Zip/Postal Code	11803
Country	US				
Position	CEO				

1 File(s) uploaded: Raj Mehta Resume_CEO_RTI.docx

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/ Territory	NY	Zip/ Postal Code	11803
Country	US				
Position	CEO				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

10460494

vii) Summary of relevant accomplishments

1 File(s) uploaded: RTI - A Results Oriented Company (2023).pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

35

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

Brochure Attached

1 File(s) uploaded: RTI 2023 Brochure.pdf

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	MTA		
Contact Person	Pierre Bernard		
Address	333 W. 34th St.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(646) 376-0444		
Fax #			
E-Mail Address	pbernard@mtabsc.org		

Company	Ulster County		
Contact Person	Robert Sudlow		
Address	244 Fair St.		
City	Kingston	State/Province/Territory	NY
Country	US		
Telephone	(845) 340-3633		
Fax #			
E-Mail Address	rsudlow@co.ulster.ny.us		

Company	Eastern Suffolk BOCES		
Contact Person	Carol Brown		
Address	350 Martha Ave		
City	Bellport	State/Province/Territory	NY
Country	US		
Telephone	(631) 286-6989		
Fax #			
E-Mail Address	cbrown@esboces.org		

I, Raj Mehta , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Raj Mehta , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Raj Technologies Inc.

Electronically signed and certified at the date and time indicated by:
Raj Mehta RAJM@RAJTECHNY.COM

CEO
Title

01/06/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Raj Technologies Inc.

Address: 110 Terminal Drive

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: 11-3013325

3. Type of Business: Closely Held Corp (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):

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/ Territory:	NY	Zip/Postal Code:	11803
Country	US				
Position	CEO				

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.
If none, explain.

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/ Territory:	NY	Zip/Postal Code:	11803
Country	US				

Position CEO

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.

RESQ Solar Corporation & SASDI Inc. are affiliates, but are pending dissolution and have no involvement in the performance of this contract.

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.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:
Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/28/2026 03:01:04 pm

Title: CEO

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.

RAJTECH-01 LHETTERICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2025

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
Affiliated Agency, Inc.
255 Executive Dr Ste 308
Plainview, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 576-0166 FAX (A/C, No): (516) 576-0168
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Co	30104
INSURER B : Property & Casualty Ins Co Of Hartford	34690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RAJ Technologies, Inc.
100-110 Terminal Dr
Plainview, NY 11803

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		12SBA AH9RTS	10/31/2025	10/31/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Hired & Non Owned						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			12SBA AH9RTS	10/31/2025	10/31/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			12SBA AH9RTS	10/31/2025	10/31/2026	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Crime			12KB0367652-25	10/31/2025	10/31/2026	Crime	1,000,000
A	General Liability			12SBA AH9RTS	10/31/2025	10/31/2026	Defense & Liab	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Office of Purchasing is included as additional insured as required by written contract per form #SL 30 32 06 21 with respects to operations of the named insured.

CERTIFICATE HOLDER
Nassau County Office of Purchasing
One West Street
1st Floor North
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
Philip Mueller

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
RAJ TECHNOLOGIES, INC
110 TERMINAL DRIVE
PLAINVIEW, NY 11803

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516 576-9494

1c. Federal Employer Identification Number of Insured or Social Security Number
113013325

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County Office Of Purchasing
One West Street
1st Floor North
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL125451

3c. Policy effective period
12/16/2025 to 12/15/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/6/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) RAJ TECHNOLOGIES, INC. 100-110 TERMINAL DR PLAINVIEW NY 11803 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (516) 576-9494 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 11-3013325
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Office of Purchasing 1 WEST ST # 1ST MINEOLA NY 11501-4813	3a. Name of Insurance Carrier Hartford Accident and Indemnity Company 22357 3b. Policy Number of Entity Listed in Box "1a": 76 WEG BC7LZV 3c. Policy effective period: 12/22/2025 to 12/22/2026 3d. The Proprietor, Partners or Executive Officers are ☐ Included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seier
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 11/23/2025
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 225-7966

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Minority Business Enterprise (MBE)

pursuant to New York State Executive Law, Article 15-A to:

Raj Technologies, Inc.

Certification Awarded on: January 3, 2024
Expiration Date: January 3, 2029
File ID#: 2457

NEW YORK STATE OF OPPORTUNITY. Division of Minority and Women's Business Development

A Division of Empire State Development

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	RAJ TECHNOLOGIES INC.
DOS ID Number:	1444115
Entity Type:	DOMESTIC BUSINESS CORPORATION
Entity Status:	EXISTING
Date of Initial Filing with DOS:	05/03/1990
Statement Status:	CURRENT
Statement Due Date:	05/31/2026

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 20, 2024 at 10:42 A.M.

ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100005401402 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

Change-of-Name Agreement

Raj Technologies, Inc. (formerly Infosys International, Inc.)

The Raj Technologies, Inc. (Contractor), a corporation duly organized and existing under the laws of New York State, and the *United States of America* (Government), enter into this Agreement as of June 7, 2019, the date when the change of name became effective under New York State law.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the agency(ies) listed in the attached Exhibit A, has entered into certain contract(s) and purchase order(s) with the Infosys International, Inc. namely *as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference."* The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) Infosys International, Inc., by an amendment to its certificate of incorporation, dated June 24, 2019, has changed its corporate name to Raj Technologies, Inc.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that-

(1) The contracts covered by this Agreement are amended by substituting the name "Raj Technologies, Inc." for the name "Infosys International, Inc." wherever it appears in the contracts; and

Change-of-Name Agreement

Certificate

I, Raj Mehta, certify that I am the Chief Executive Officer of Raj Technologies, Inc.; that Raj Mehta, whom signed this Agreement for this corporation, was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 7th day of June, 2019.

By _____

[*Corporate Seal*]

RAJ TECHNOLOGIES INC
CORPORATE
SEAL
NEW YORK

Joan M. Morseman

JOAN M. MORSEMAN
Notary Public, State of New York
No. 01MO6088659
Qualified in Suffolk County
Commission Expires March 10, 2023

NEW YORK STATE OF OPPORTUNITY.

Division of Corporations, State Records and Uniform Commercial Code

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF

INFOSYS INTERNATIONAL INC.

(Insert the Current Name of Domestic Corporation)
(Name change only)

Under Section 805 of the Business Corporation Law

FIRST: The current name of the corporation is:
INFOSYS INTERNATIONAL INC.

If the name of the corporation has been previously changed, the name under which it was originally formed is:
INFOSYS INTERNATIONAL INC.

SECOND: The date of filing of the certificate of incorporation with the Department of State is:
MAY 3RD 1990

THIRD: The amendment effected by this certificate of amendment is as follows:

Paragraph FIRST of the Certificate of Incorporation relating to the name of the corporation is amended to read in its entirety as follows:

FIRST: The name of the corporation is:
RAJ TECHNOLOGIES INC.

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

X _____
(Signature)

RAJENDRA B. MEHTA
(Name of Signer)

CHAIRMAN & CEO
(Title of Signer)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

INFOSYS INTERNATIONAL INC.

(Insert Current Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

Filer's Name and Mailing Address:

RAJENDRA B. MEHTA

Name:

RAJ TECHNOLOGIES INC.

Company, if Applicable:

321 STONYTOWN ROAD

Mailing Address:

MANHASSET NY 11030

City, State and Zip Code:

NOTES:

1. This form was prepared by the New York State Department of State to amend paragraph FIRST of a certificate of incorporation to change the name of a domestic corporation. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The name of the corporation and its date of incorporation provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
3. The Department of State recommends that all documents be prepared under the guidance of an attorney.
4. **The certificate must be submitted with a $60 filing fee.**

For Office Use Only

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0440198055
Aug. 14, 2019 LTR 147C 0
11-3013325 000000 00
00005338
BODC: SB

RAJ TECHNOLOGIES INC
110 TERMINAL DR
PLAINVIEW NY 11803-2302

000347

Employer identification number: 11-3013325

Dear Taxpayer:

Your employer identification number (EIN) is 11-3013325. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Sincerely yours,

Sheri L. Steed

Sheri L. Steed
Program Manager, AM OPS 2

Enclosures:
Copy of this letter

LAW OFFICES OF ABE GEORGE, P.C.

40 Wall Street, 60th Floor
New York, NY 10005
(P) 212-498-9803 (F) 646-558-7533
Email: abe@abegeorge.lawyer

July 12, 2019

VIA U.S. MAIL
RAJ TECHNOLOGIES INC.
110 TERMINAL DR
PLAINVIEW, NEW YORK, 11803-2302

Re: INFOSYS INTERNATIONAL INC. legal name change to RAJ TECHNOLOGIES INC.

Dear Board of Directors:

According to a recent search of the NYS Department of State, Division of Corporations, website it appears official that C.E.O. RAJENDRA B MEHTA has successfully registered and amended the name of INFOSYS INTERNATIONAL INC. to RAJ TECHNOLOGIES, INC. with New York State.

The principle executive offices of the company remains 110 TERMINAL DR, PLAINVIEW, NEW YORK, 11803-2302 and CEO MEHTA is still the registered agent for service of process.

If you have any further questions, please let me know.

Sincerely,
A. George
Abe George, Esq.

Enclosures: Printout from NYS Division of Corporations

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 11, 2019.

Selected Entity Name: INFOSYS INTERNATIONAL INC.

Selected Entity Status Information

Current Entity Name: RAJ TECHNOLOGIES INC.
DOS ID #: 1444115
Initial DOS Filing Date: MAY 03, 1990
County: SUFFOLK
Jurisdiction: NEW YORK
Entity Type: DOMESTIC BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

RAJENDRA B MEHTA
110 TERMINAL DR
PLAINVIEW, NEW YORK, 11803-2302

Chief Executive Officer

RAJENDRA B MEHTA
110 TERMINAL DR
PLAINVIEW, NEW YORK, 11803-2302

Principal Executive Office

RAJENDRA B MEHTA
110 TERMINAL DR
PLAINVIEW, NEW YORK, 11803-2302

Registered Agent

RAJENDRA B. MEHTA
321 STONYTOWN ROAD
MANHASSET, NEW YORK, 11030

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
1000000	Par Value	.001

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 07, 2019	Actual	RAJ TECHNOLOGIES INC.
MAY 03, 1990	Actual	INFOSYS INTERNATIONAL INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

Search Results New Search

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New York State Department of
Taxation and Finance
Sales Tax Registration
W A Harriman Campus
Albany NY 12227-0865

190629444868800-AT00

RAJ TECHNOLOGIES INC.
110 TERMINAL DR
PLAINVIEW NY 11803-2302

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

11-3013325

(Use this number on all returns and correspondence)

VALIDATED

6/24/2019

Dept of Tax and Finance

RAJ TECHNOLOGIES INC.
110 TERMINAL DR
PLAINVIEW NY 11803-2302

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

405010910009B

1DC3 - 1760635 P0000017 - 01

DTF-17-A-R (11/14)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: RAJ TECHNOLOGIES INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS) NAME COUNTY: SUFF

FILED:06/07/2019 DURATION:********* CASH#:190607000096 FILM #:190607000094

FILER:

RAJENDRA B. MEHTA
RAJ TECHNOLOGIES INC.
321 STONYTOWN ROAD
MANHASSET, NY 11030

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	60.00	PAYMENTS	60.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	60.00
COPIES	0.00	DRAWDOWN	0.00
HANDLING	0.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

RAJ TECHNOLOGIES INC

A RESULTS ORIENTED COMPANY

A Results Oriented Company

A Certified Minority Owned firm with New York State,
New York City, Port Authority, The MTA, New Jersey, City of Boston and more.

A Certified Disadvantaged Business Enterprise (DBE) in NY, NJ, & PA

Raj Technologies Inc.
110 Terminal Drive, Plainview, NY 11803
Phone: 1-516-576-9494 Ext.3300
Fax: 516-576-9499
www.rajtechny.com

RAJ TECHNOLOGIES INC
A RESULTS ORIENTED COMPANY

Raj Technologies Inc. - "A Results Oriented Company"

Raj Technologies Inc. (RTI), formerly Infosys International, Inc., is a New York State Minority Business Enterprise– certified technology company in business since 1986 with a proven track record of implementing and completing information technology project goals for our customers. Our past performance includes work with federal, state, and local governments, prime contractors, not-for-profit and educational institutions, as well as private companies. RTI was named "The Fastest Growing Company" on Long Island for two years in a row and was included twice in Inc. 500 as one of the 500 fastest growing, privately held companies in America. We deliver cost effective and value-added services with a return on investment (ROI) that is assured. RTI is headquartered in Plainview, Long Island at our own 14,000-square-foot building.



Our approach to the delivery of information systems is based on a collaborative partnership with clients. We focus on operational requirements, economic considerations, and scheduling constraints to make sure that our solutions are always in line with government and industry standards. This approach, coupled with our experience and expertise in all areas of information technology, provides our clients with a "total solution".

Our CEO, Raj Mehta, produces and hosts a TV show called "Interviews That Matter" which airs on every Fridays at 6:00 pm on Cablevision and Time Warner. He interviews elected officials, policy makers, heads of major organizations and other dignitaries. He has number of members of NYS Senate, Assembly, members of U S Congress, County Executives, NYS Comptroller, judges, justices, CEOs of major Fortune 100 companies, Chief Diversity Officers of major Government agencies including MTA, Port Authority, New York State, Empire State Development Corporation and many more. His shows are on YouTube at www.youtube.com/rajmehta33.

110 Terminal Drive, Plainview, NY 11803 * (516) 576-9494 x 3300 Fax: (516) 576-9499
www.rajtechny.com

RAJ TECHNOLOGIES INC
A RESULTS ORIENTED COMPANY

Awards & Achievements

- CEO Raj Mehta named the U.S. Small Business Administration's (SBA), New York District Office **Small Business Person of the Year for 2020**
- Long Island Business News **Diversity In Business Honoree** in 2018
- RTI was featured in "CIOReview" magazine for **"Top 20 Promising Public Sector Solution Provider"** in the Country.
- Raj Mehta received "Kings of Long Island" award from Star Media.
- "Infosys Eyes", a mobile app from RTI received "Top Software Product of 2014" by Long Island Software and Technology Network. "Infosys Eyes" app is available on iOS and Android app stores. App is designed to capture an event via photo or video and report it immediately to the appropriate authority for further action with a GPS location.
- Raj Mehta, CEO received "2013 - Businessman of the Year" award at the Lincoln dinner organized by Queens Village Republican Club (the oldest Republican club in the United States) on February 10, 2013.
- **Top 10 Asian American companies in New York – May 2011 and 2012:** RTI an award for being top 10 Asian American Companies in New York at the New York Times conference center in May 2011.
- **The 50 or so Around 50 Award - September 2009:** The award presented by Long Island Business News, recognizes 50 intelligent, hard-working and dynamic men and women around their 50s who are dedicated to Long Island's strong, successful companies and organizations. The award was given to recognize Raj Mehta's leadership in business, his mentoring and support for the Island's not-for-profit organizations and his commitment to the community.
- **Raj Mehta, Chairman & CEO received prestigious 2008 David Awards:** Raj Mehta was one of eight men to receive 2008 David Awards. David Awards is given to men who has contributed to the community selflessly and excelled in his profession. Raj Mehta, Chairman & CEO was named one of the most influential minority business entrepreneurs by Minority Business Council in Washington DC. Award was given in June 2007.
- **Raj Mehta receives Nassau County Trail Blazers award:** Raj Mehta, Chairman & CEO of RTI received a Trail Blazers Award from the Nassau County Department of Economic Development in February 2007. BluePearl and iiIntranet.com products selected for top 25 software products from Long Island - May 2004
- **i-Timesheet.com wins second place in LISA awards –** i-Timesheet.com won second place in Long Island Software Awards in "Business Applications Software" category. The software was evaluated by Computer Resellers News lab.
- **Raj Mehta, Community Services Award –** Raj Mehta, Chairman & CEO of RTI received a Community Services Award from the U.S. Small Business Administration. Award ceremony was attended by more than 400 people and was given by Acting Regional Administrator, Aubrey Rogers.

- **Fastest Growing Company of Long Island -** KPMG Peat Marwick LLP and Hofstra University rated RTI as one of the fastest growing companies in Long Island for the second year in a row.
- **Raj Mehta, Small Business Advocate Exporter -** Mr. Raj Mehta, President and CEO of RTI was awarded as Small Business Advocate Exporter for outstanding service and contribution to The Long Island Small Business Community for the year 1999 by the Long Island Association.
- **INC 500 -** Inc Magazine selected RTI in their 17th annual listing of the fastest growing companies in the United States of America. Companies in this list are rated according to their performances in the period of last 5 years. Being listed thus becomes a symbol of recognition in the industry. RTI has been ranked 294th in the INC 500 list. RTI was one of the 25 companies from New York State and the only company from Long Island.
- **Fastest Growing Company of Long Island -** In the survey conducted by KPMG Peat Marwick LLP and Hofstra University, RTI was selected as one of the fastest growing Long Island companies from all industries, based on the performance and growth achieved.
- **Fastest Growing Software Company of Long Island -** RTI was rated by KPMG-Peat Marwick LLP and LISTNET (Long Island Software Technology Network) as the fastest growing software company in Long Island, based on the percentage of growth achieved in terms of revenue among about 450 IT companies in Long Island.

MBE / DBE Certifications

- Certified MBE with NYS and NYC
- Certified MBE/DBE with MTA, Port Authority New York / New Jersey, NJ State, NYC School Construction Authority
- Certified MBE with Nassau County, Suffolk County, Other State Government (PA, MD, IL)

Contracting Vehicles:

- Federal GSA Schedule 70 – GS 35F 0273V
- NYS OGS Project Based IT Services for Lot 1 & Lot 2
- MTA All Agency consulting contract
- Port Authority and NYC SCA staffing contract
- Nassau County
- Other Contract Info available upon request

Temporary Staff Augmentation Services

A significant part of RTI's business includes staff augmentation services. We have been offering these services to our customers for over 37 years. Through the years we have developed a solid methodology for recruiting and engaging temporary staffing resources. Our IT staffing practice relies on this proven methodology which utilizes our internal database, our network of third-party

vendors and internet resources for candidate generation and procedures to contact, screen, interview, prepare and submit candidates.

One of our mission critical projects currently underway is for the NYS Office of Information Technology Services – a 7 year staffing contract to work on the Integrated Eligibility System to enhance the well-being of New Yorkers by transforming health and human service delivery through coordinated business practices, modernized technology, and strategic partnerships. By providing talented consultants (Project Managers, Developers, Business Analysts, Testers, etc.), RTI is assisting them in achieving their vision of a simple, seamless, no-wrong-door customer experience that guides New Yorkers to access programs that enhance their well-being and self-sufficiency and meet their business goals:

- Improve Client Outcomes
- Client-Focused Service Delivery
- Improve Referrals and Inter-Agency Coordination
- More Efficient and Accurate Service Delivery
- Improve Worker Experience
- Maximize Value of State and Federal Investments
- Provide a Flexible, Statewide Solution
- Reduce Operational Risks
- Con Edison – 10+ years providing full-time staff placement services Will provide staffing to West Monroe for their AMI project in Rochester, NY (if contract is awarded)
- Provided temporary staffing services to Henry Schein, Eastee Lauder, Dousche Bank, Bankers Trust and more NYS OTDA, OMRDD, OSC, OMH, DOH, DASNY, NYS Homes
- MTA – 24 years with five active contracts for staffing all level of IT and Construction management
- NYC School Construction Authority Staffing contract
- Port Authority Staffing Contract
- Provided temporary staff for Deloitte Consulting for various projects including NYS SFS, commercial clients
- Provided temporary Staffing services to Ernst & Young at their HQ Lyndhurst, NJ
- Provided temporary Staffing services to Accenture for various projects including Federal Defense Logistics Agency, Port Authority Peoplesoft HR, MTA BSC PeopleSoft implementation, MTA EAM project, OSC NYS Payroll Systems project and many more
- Provided temporary staffing services to IBM at NYS Statewide Financial Project, NYS Connections (OTDA) project
- PSEG – Development of Substation Equipment Management application utilizing mobile technology
- LIPA – Provide IT Staffing services Cybersecurity Assessment, Project Management, Data Analytics, Energy Efficiency (EE), Microsoft Dynamics implementation

Services

RTI has been providing business and information technology consulting services to its clients for more than 37 years. We have helped our clients grow through the waves of information technology change over this time, starting from mainframe applications, then moving to client/server

applications and today's web-based applications. We have consistently upgraded the skills of our people to meet our client's current and future needs.

Today, RTI is continuously developing and deploying its capacity to provide the right people, services and products to our clients. The various services we offer to our clients are:

Business and IT Consulting
RTI recognizes that our client base of businesses, government and not-for-profit organizations is consistently faced with problems and opportunities, constraints and goals, risks and rewards. Our consultants help our clients see where they are and where they can go in today's ever-changing business and information technology (IT) environment.

Mobile App Design and Development
RTI offers design and development of customized mobile apps in three platforms: iOS, Android and Windows. RTI has implemented mobile apps for various State and County Government agencies such as the MTA and Nassau County. "See Something Say Something" mobile app for the MTA and "Crime Stoppers" mobile app for the Nassau County Police Department was developed and implemented by RTI. These applications allowed local constituents the ability to report an incident via photo or video immediately to appropriate department or person with GPS location of the incident for immediate further action. .

Application Development
When it's time for organizations to upgrade or replace important information systems, they will typically need additional personnel to complete these projects. RTI has the ability to provide our clients with the quantity and quality of the resources needed to complete these projects without adding to our client's permanent headcount. We have personnel who are experienced in working with the latest web-based and wireless technologies, as well as legacy client/server and mainframe architectures. We can assist in all phases of the application development life cycle, including requirements definition, functional design, technical design, programming, testing, conversion, implementation and ongoing support.

Systems Integration
In addition to performing custom application development, RTI personnel have extensive experience in implementing enterprise application software solutions from several leading vendors. This includes extensive experience with PeopleSoft Human Resources and Financial applications, SAP Supply Chain Management applications, and software solutions from Oracle, Manugistics and Cognos. RTI personnel typically assist our clients with systems integration tasks such as modification analysis, data mapping and conversion, interface design and development, and report design and development.

Cloud Capabilities and Services
Through arrangements with local Cloud Service Providers, RTI has augmented our portfolio of services to include various cloud-based services, including public and private cloud hosting services, colocation services and web hosting services to clients in the key markets we serve. One such example is the New York State Energy Research and Development Authority (NYSERDA).

NYSERDA needed a Private Cloud Hosting and Disaster Recovery solution for its production PeopleSoft applications environment.

RTI teamed with Webair (now Opti9 Technologies) to provide the solution to host NYSERDA's production servers while also providing value-added services required to support certain administrative tasks for NYSERDA. As an extension of our relationship with Webair, RTI is listed as a Reseller of Lot 3 – Cloud Services for Webair on the New York State OGS Information Technology Umbrella Contract – for Manufacturer Based cloud services.

RTI is also a member of the Amazon Partner Network, allowing us the ability to offer a full-suite of AWS solutions to our clients, which includes software, hardware, training, and consulting services.

Cloud Migration

For those clients that have embraced digital transformation and have decided to move critical business applications to the cloud but do not have the people that can perform the necessary tasks involved to get there, RTI can help. As a partner in Microsoft's Cloud Solution Provider (CSP) program, RTI is able to provide our clients with the complete solution including the Microsoft software licenses and cloud migration services to take a client from its existing on-premises environment to a cloud-based environment for productivity applications such as Microsoft 365, or to mission-critical ERP solutions such as Microsoft Dynamics 365.

Another example is our work performed with a local medical consortium, where we leveraged Microsoft's Azure Cloud Services to fully implement a solution based off Microsoft 365 software technology. RTI is providing both the licenses and services to migrate three hospitals to one unified email and calendaring environment, and to a single, unified Active Directory and Domain structure for the hospital system.

Another example is RTI's experience pioneering, creating, developing, and implementing E-Forms by leveraging the Oracle Infrastructure Cloud, allowing our client to convert hard copy versions of their standard forms to web-based fillable forms in their database that increase the ease and safety, and anonymity of use for the user, to keep track of the workflow, increase efficiency, and make the process more sustainable.

Cyber Security Assessments

At RTI, we provide encrypted Cyber Security assessment service that helps businesses and establishments to overcome threats and keep customers stress-free of their data. Cybersecurity plays a vital role in keeping databases secure in the Web. Cybersecurity encompasses everything that pertains to protecting our sensitive data, Personally Identifiable Information (PII), Protected Health Information (PHI), personal information, and intellectual property, data, and governmental and industry information systems from theft/cyber-leak or any damage attempted.

Organizations are progressing and moving faster to remote working arrangements such as work-from-home. Their teams are now facing challenges to Evaluate cybersecurity risks brought in by the market shift. We endeavor to make remote working more secure for the future, assuring digital trust by our integrated and robust security systems, which are security checked on a routine basis

for even more safety. We have successfully enabled our clients to securely work remotely with a sophisticated yet integrated approach to protect data, thus minimizing the risk that could have resulted in controlling loss.

RTI is currently in collaboration with NYC DoITT (now Mayor's Office of Technology and Innovation) to provide cyber security staff augmentation services to the New York City Cyber Command (NYC3), which is essential to leading the City's cyber defense efforts, working across more than 100 agencies and offices to prevent, detect, respond, and recover from cyber threats. NYC Cyber Command is committed to protecting NYC infrastructure, including direct support of increasingly vital life safety, revenue generating, and COVID response operations and critical systems from malicious attacks through the use of the latest technologies. The rapid shift to telework supported the acquisition of 300k+ new City-owned devices that facilitate remote access and remote learning; these have significantly expanded the City's attack surface.

Our Cyber Security assessment systems are designed and developed to help clients apply the right solutions to keep their data and systems secure, protected, and resilient to change.

We have previously conducted these Assessment Services for two of the largest Electric Utility Providers on Long Island, where we conducted Black Box and Grey Box Testing of their External and Internal Environment (Firewalls, Public Facing Web Applications, Remote Access Applications and Services [VPN, Remote Desktop], and File Access Services), and offered solutions to any weaknesses that best met NERC-CIP Standards. RTI was engaged in a LIPA Cyber Security assessment at LIPA's headquarters facility.

RTI is also currently working as a prime contractor with the Bureau of Indian Education rolling out an eLMS (electronic Learning Management System) Solution for grades K – 12 in the BIE schools. In addition to this rollout, RTI is performing Security Assessment & Remediation Services on the eLMS application.

Web-Based Software Solutions

In addition to being a consulting company, RTI is also in the business of developing web-based software solutions. Following a proven methodology, we develop custom software solutions and e-business applications. These software solutions are made available to clients as either hosted applications or licensed for installation and tailoring at our client's sites

One example of this was RTI's work implementing the first Shared Government Services Portal in the country. We provided a software solution to the Great Neck peninsula, which connected all of its 9 villages, local school district, fire and police departments, and local libraries on to a single platform. This enabled all entities the ability to share bids, resources, emergency notifications, calendars and other local matters in a quick and efficient manner. It also provided capabilities for posting broadcast announcements, short training topics, and personal interest stories and allowed links to each department's web site, email system, and other information repositories and communication resources.

Industry Focus

Our services are mainly focused on Federal Government, Local and State Government, City Government agencies, Educational Institutions including SUNY colleges, Universities, school districts.

Federal Government

Our government practice encompasses contract opportunities in the areas of system integration and software development with all departments and agencies of federal, state and local government throughout the United States.

RTI has its own **GSA Schedule #GS35F-0273V** which covers various IT services including contract programming, network services, database administration, project management and web development.

Both as a prime contractor or by teaming up with other major government prime contractors RTI has worked on successful implementation of information technology projects for federal government clients Some of these projects include;

- Installation and implementation of CISCO hardware and software products for Air National Guard offices nationwide
- Hardware, off-the-shelf software products and technology consulting services through Basic Ordering Agreement (BOA) to U. S. Air Force, Randolph Air Force Base, Kelly Air Force Base and Brooks Air Force Base
- S consulting services to Defense Logistics Agency for the Modernization of their Supply Chain Management System
- Network management, support and facilities management services to Department of Energy Brookhaven Laboratory
- Software consulting and support services for the Space Transportation System of NASA
- Hardware benchmark analysis for selection of operation platform at U.S. Air Force
- Modernization of the human resources IT operations for the **Randolph Air Force Base** where legacy systems were replaced using the **Oracle Human Resources Suite**.
- Implementation of PeopleSoft Financials at the Internal Revenue Service Center in Washington D.C.

Local and State Government

RTI has New York State OGS "Project Based IT Services Consulting Contract for Lot 1 and Lot 2. Lot 1 is for certified MBEs and up to a limit of $ 200,000 and Lot 2 is from $200,001 to 7,500,000.

In terms of special government procurement qualifications, RTI is certified as a minority owned business in the states of **New York, Texas, Maryland, Virginia, New Jersey and Illinois**. RTI is also a certified SDB firm with the Federal Government.

A highlight of our State and Local Government experience is our participation on the **State of New York's Payroll System Project**. As a subcontractor to Accenture (formerly Andersen Consulting), we provided **PeopleSoft** system integration services, Oracle database management services, and IBM RS/6000 system administration services.

Other significant projects RTI has been engaged in at the state and local government level include:

- SFS (earlier known as FOCAS project) project for the State of New York Comptrollers' office
- Application development, database and systems management services for NYS Dept. of Social Services, Dept. of Tax and Finance, Dept. of Civil Services
- Child Welfare Projects in Pennsylvania, Massachusetts and New Hampshire
- PeopleSoft implementation customization and staff augmentation services for Port Authority of NY & NJ and the State of Delaware
- Network design, implementation and support services for New York City Board of Education
- Digital Imaging Project for 25 million documents at Nassau County Dept. of Health and Human Services (DHHS)
- Development, implementation and support of the "NO WRONG DOOR" system at Nassau County Dept. of Health and Human Services (DHHS)
- Systems integration, testing and training services for "WANG Conversion Project" at Nassau County Dept. of Health and Human Services (DHHS)
- Application development services for "Student Referral Management" and "Consumer Affairs Case Management" projects for Nassau County Dept. of IT
- Application Development and staff augmentation services for Suffolk County Dept. of Health, Dept. of Social Services and Dept. of Information Technology
- Government shared services web-based application implementations at Town of North Hempstead.

Educational Institutions

RTI has been providing services to school districts, colleges and major universities since 1992. We have successfully worked with major school districts providing them with Systems Integration, Software Development, Web based application development, web site design and maintenance and networking services. A sample list of our engagements with the educational institutions includes:

- Created "Cadet Merchant Mariner Credential" for SUNY Maritime, automating the certification process at the college by developing a web-based application to enable faculty members and students access information immediately anywhere the web is available.
- PeopleSoft implementation and support at City University of New York (CUNY)
- Development of Student Transcript Evaluation System for the Baruch College, City University of New York
- Customization of PeopleSoft applications for Stony Brook University
- Network design, implementation and support services at New York City Board of Education
- Development of the Smithsonian Award winning Decision Support System to measure and gauge the relative performance of the School Districts and the various Schools for the New York City Board of Education
- Development of the "Student Referral Management System" Roosevelt School District

- Design, implementation and support of networking systems at Shoreham - Wading River School District, Harborfields Central School District, Smithtown Central School District, East Hampton High School and Sayville Public Schools

Commercial & Not-for-Profit

For Fortune 500 clients, private and public companies we provide an extensive range of services covering various industries from banking, finance, manufacturing, consulting and other professional services. Similarly, we offer a wide range of services including networking, application development and web site development to not for profit organizations.
We always work very closely with our clients to better understand their business needs and we deliver the right solutions that meet and exceed their expectations.

Some of the commercial and not-for-profit customers we have been providing services and solutions include:

Value-Added Services

RTI understands the need for corporate partnerships that span across the IT field and that these partnerships are crucial to successfully completing the types of integration projects RTI has provided to our clients.

With this in mind, RTI presents the strong relationships we have with the following vendors, and they will be available for negotiation and the purchase and delivery of goods and services on an as-needed basis:

- Microsoft Partner & Microsoft Cloud Service Provider
- Salesforce Partner
- Red Hat Partner
- AWS Partner
- Oracle Partner (In Progress)
- Motorola Partner (In Progress)
- Velosio Authorized Reseller
- Carahsoft Authorized Reseller
- Tech Data Authorized Reseller
- Tech Trade Global Partnership (Cisco, HP, Avaya, QLogic, etc.)
- PowerSchool Partnership
- Rackspace Partnership
- NST Partnership (SonicWall, Dell, Logitech, Symantec, etc.)

This list is not comprehensive of RTI's offerings and if a product, service, or technical expertise is not offered or available through one of our usual vendors, we are able to quickly source and obtain the offering.

Small Business and Minority Owned Business Certifications

- US Small Business Administration (SBA) – Small Disadvantaged Business (SDB)
- Minority Owned Business by the MTA
- Empire State Development – Minority Business Enterprise (MBE)
- Nassau County - Minority Business Enterprise (MBE)
- New Jersey - Minority Business Enterprise (MBE)
- Texas, Maryland, Virginia and Illinois – Minority Owned Business
- The Port Authority of NY&NJ – Minority Business Enterprise

- Maryland Department of Transportation – Minority Business Enterprise (MBE)

RTI Select Customer List

- Air National Guard
- American Management Systems
- Accenture
- Andrews Air Force Base
- ANSI
- Astoria Federal Savings & Loan
- Avis Rent A Car
- Bearing Point
- Brookhaven National Laboratory
- City University of New York
- Defense Logistics Agency
- Deloitte Consulting
- Department of Energy
- Deutsche Bank
- Ernst & Young
- Estee Lauder
- Henry Schein
- HP
- HSASC
- IBM Corporation
- Kirlin Securities
- Long Island Power Authority
- Long Island Rail Road
- Lockheed Martin
- Metropolitan Transportation Authority
- Nassau County
- National Aeronautics and Space Administration
- NYC Department of Education
- NYC Department of Health & Mental Hygiene
- NYC Department of Information Technology & Telecommunications
- NYC Transit Authority
- NYC Health and Hospital Corp.
- New York Power Authority
- NYS Bridge Authority
- NYS Department of Health
- NYS Energy Research and Development Authority
- NYS Insurance Fund
- NYS Office of the State Comptroller
- NYS Office of Temporary and Disability Assistance (OTDA)
- NYS Office of Information Technology Services
- Northwell Health
- One Brooklyn Health System
- Pencom Systems Inc.
- Port Authority of New York & New Jersey
- Public Service Enterprise Group
- Randolph Air Force Base
- School Construction Authority
- Stonybrook University
- Suffolk County
- SUNY Brockport
- SUNY Maritime
- SUNY Old Westbury
- Svenska Handelsbanken
- Town of North Hempstead
- Unisys Corporation
- U.S. Army
- U.S. Navy
- Waldner's Business Environment
- Women's Sports Foundation

Customers

Our clients include Fortune 500, public and private industries as well as government and not-for-profit organizations.

Federal Government
Air National Guard
Andrews Air Force Base
Brookhaven National Lab
Defense Logistics Agency
Department of Energy
Randolph Air Force Base
US Army
US Navy

State Government
State of New York
NYS MTA – all agencies
NYS OTDA
NYS OCFS
NYS DOL
NYS DOH
NYS OMH
NYS OSC
SUNY
NYPA
State of Delaware
State of Maryland

Local Government
New York City
Nassau County
Suffolk County
Ulster County
Westchester County

Large Corporate
American Management Systems
Accenture
Avis Rent-A-Car
Bearing Point
Con Edison
Deloitte Consulting
Deutsche Bank
Ernst & Young
Estée Lauder
Henry Schein
HP
IBM Corporation
Lockheed Martin
Svenska Handelsbanken
Unisys Corporation

Other Organizations
ANSI
Astoria Federal Savings & Loan
Berman Blake
HSASC
Kirlin Securities
NYC Health and Hospital Corporation
Pencom Systems Inc.
Waldner's Business Environment
Women's Sports Foundation

RAJ TECHNOLOGIES INC
A RESULTS ORIENTED COMPANY

Dependability ✦ Quality ✦ Performance

SOLID TRACK RECORD – OVER 37+ YEARS

Since 1986, Raj Technologies Inc. (RTI) has built a solid reputation as a Professional IT Consulting and Services company, serving federal, state and local government agencies, commercial companies, educational institutions and non-profit organizations. We have a track record of successfully implementing IT project goals for our customers. RTI is ***a NYS ESD certified Minority Business Enterprise (MBE), a NYC SBS certified MBE, and an USDOT / NYSDOT certified Disadvantaged Business Enterprise (DBE).***

RTI owns its 14,000-square-foot headquarters in Plainview, Long Island, conveniently located adjacent to the Long Island Expressway at Exit 46. Our excellent past performance record has established RTI as a prominent company in the IT field. RTI has been featured extensively over the years in newspaper articles and TV news programs.

Our Competencies:

- Software Development & Integration
- Mobile Application Development
- Application Modernization
- ERP Implementation (SAP, PeopleSoft, Microsoft Dynamics)
- Web-Based Solutions / Drupal CMS / WordPress / Portals
- Office365 Cloud Migration
- Migrating Applications to Cloud Environment (AWS, OIC, etc.)
- Cyber Security Assessment / Optimization / Remediation
- IT Business Assessments
- Business Process Improvement
- Staff Augmentation (IT, Management, Engineering, etc.)

Our Partners:
Microsoft Cloud Solutions Provider & Partner, Salesforce, Red Hat, AWS, Motorola, Velosio Authorized Reseller, Carahsoft Authorized Reseller, Tech Data Authorized Reseller, Tech Trade Global, PowerSchool, Rackspace, NST, Matrix, Modern Systems

ACHIEVEMENTS

RTI has received multiple awards & recognitions in our 36+ year history.

Some examples are:

- CEO Raj Mehta named the U.S. Small Business Administration's (SBA), New York District Office Small Business Person of the Year for 2020
- 2018 Long Island Business News Diversity in Business Honoree
- 2017 CIO Review Most Promising Public Sector Service Providers
- 2015 Honoree Award for Suburban Diversity from the National Center for Suburban Studies at Hofstra University
- 2014 Top LISTnet Software Award - Infosys Eyes
- 2011/2012 Top Ten Asian American Business in New York
- CEO Raj Mehta selected in 50 most influential minority business owners in the Country
- Top Software Winner - Long Island Software Awards
- Award of Appreciation from Press Club of Long Island
- Fastest growing software company on Long Island for two consecutive years

Our CEO, Raj Mehta produces & hosts a public service TV show, "Interviews that Matter." Please watch interviews with Laura Curran, Jonnel Dorris, Tom DiNapoli, and others at *www.youtube.com/rajmehta33*

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Minority Certifications

New York City Minority Business Enterprise (MBE)

Small Business Administration (SBA 8(A))

Small Disadvantaged Business (SDB)

Empire State Development Minority Business Enterprise (MBE)

Maryland Department of Transportation Minority Business Enterprise (MBE)

Nassau County Minority Business Enterprise (MBE)

New Jersey Minority Business Enterprise (MBE)

Pennsylvania Department of General Services Minority Business Enterprise (MBE)

Texas, Maryland, Virginia and Illinois Minority Owned Business

The Port Authority of NY&NJ Minority Business Enterprise (MBE)

The Port Authority of NY&NJ Small Business Enterprise (SBE)

NYC School Construction Authority Approved Pre-Qualified Vendor

NY Unified Certifying Partner Disadvantaged Business Enterprise (DBE)

PA Unified Certifying Partner Disadvantaged Business Enterprise (DBE)

Raj Technologies Inc.

Headquarters in Plainview, New York

Raj Technologies Inc.
110 Terminal Drive
Plainview, NY 11803
Phone: (516) 576-9494 Ext. 3300
Fax: (516) 576-9499
sales@rajtechny.com
www.rajtechny.com

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CONTRACTS

RTI holds a **GSA Schedule No. GS35F-0273V**. This covers various IT services including contract programming, network services, database administration, web development and project management.

RTI holds a **NYS OGS Contract, No. PB0023AA.** Exhibiting **technical expertise, business skill, and financial stability**, RTI has been approved to provide services, **Lot 1 (projects up to $200,000)** and **Lot 2 (projects between $200,001 and $7,500,000)**.

RTI holds six **MTA focused contracts, including our All-Agency Contract No. 14357 Discretionary Contract for As-Needed IT Consulting Services.** This contract can be used for one of a variety of consulting services, with an **estimated consulting cost of up to $200K**.



CYBER SECURITY EXPERTISE & ENGAGEMENTS

Local: Conducted Cyber Security Assessment Services for two of the largest Electric Utility Providers on Long Island, where we conducted Black Box and Grey Box Testing of their External and Internal Environment (Firewalls, Public Facing Web Applications, Remote Access Applications and Services [VPN, Remote Desktop], and File Access Services), and offered solutions to any weaknesses that best met NERC-CIP Standards. RTI was engaged in a LIPA Cyber Security assessment at LIPA's headquarters facility.

City: In collaboration with NYC Office of Innovation & Technology**,** we provide cyber security staff augmentation services to the New York City Cyber Command (NYC3), which is essential to leading the City's cyber defense efforts, working across more than 100 agencies and offices to prevent, detect, respond, and recover from cyber threats.

State: IT resources (Project Managers, Business Analysts, Developers, Testers, etc.) that have experience with health and human service data standards and the PHI, PII FTI data elements associated with protecting governmental information systems from theft/cyber-leak or any damage attempted.

Federal: Currently working as a prime contractor with the Bureau of Indian Education rolling out an eLMS (electronic Learning Management System) Solution for grades K – 12 in the BIE schools. In addition to this rollout, RTI is performing Security Assessment & Remediation Services on the eLMS application and ensuring NIST 800-53 and FedRAMP compliance of the application.

ADDITIONAL ENGAGEMENTS

- **One Brooklyn Health System:** Migrated the email and calendaring systems from three hospitals to a single email solution, and consolidated the Active Directory domain.
- **MTA – IT Product Management Agile Transformation**: Provide Technical Coaching, Portfolio / Product Coaching, and Delivery Team Coaching in support of transforming the organization, workflow planning, and readiness
- **MTA Oracle Infrastructure Cloud – eForms:** Created, developed and implemented eForms in the OIC for the MTA. Hard copy versions of standard forms were converted to web-based fillable forms.
- **Provided a Supplemental Service Desk:** Worked with our global partner to supply this service to the MTA.
- **MTA All-agency IT Consulting – continuing PeopleSoft Support:** Provided follow-on PeopleSoft project management and development staffing in support of PeopleSoft expansion.
- **MTA Data Center Relocation:** Provided a project manager, who helped the MTA Metro-North Railroad on a large data-center relocation and build out project.
- **MTA All-agency IT Consulting – See Something Say Something:** Designed and developed a mobile application for iOS and Android operating systems, enabling users to capture and send pictures, videos, and texts to MTA security staff. All reports provide geo-location information as well as time and date information.
- **MTA All-agency IT Consulting – Drupal Support / Development:** Worked with MTA HQ staff in the implementation and development of a web content management system.
- **MTA IMPACT Batch System Migration:** Converted IBM source COBOL application code to Java, running on a mid-range platform. For the conversion, we provided project management, team staffing, quality assurance, and documentation of the entire project.
- **Construction Management – Managed Services:** Provide all IT products and services to remote MTA field offices.
- **LIPA –** RTI lead the data migration activities from EPICOR financial system to MS D365 financial system. RTI also performed reconciliation activities between EPICOR and MS D365 to maintain data integrity in the new D365 system.

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Certified: --

E-65-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MAY 26, 2026
9:23 AM

NIFS ID: CLAT26000015

Capital:

Contract ID #: **CQAT25000002**

NIFS Entry Date: **04/13/2026**

Department: County Attorney

Service: **special counsel (Mule' _ Davis)**

Term: **February 21, 2025 to completion**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Rosenberg Calica Birney Liebman & Ross LLP**	ID#:**992722197**
Main Address: **400 Garden City Plaza Garden City, NY 11530**	
Main Contact: **Joshua Liebman**	
Main Phone: **(516) 747-7400**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (#1) to an existing contract with Rosenberg Calica Birney Liebman & Ross LLP ("Counsel"), the special counsel firm selected to represent the County and all named County defendants (collectively known as the "County") in the matter known as Debra Mulé and Scott Davis v. County of Nassau, Bruce Blakeman, in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff, Index No. 602642/2025.

Procurement History: In April 2018, 2019, and 2022, a Request for Qualifications ("RFQ") was issued, and a Panel of firms qualified to provide legal services for Nassau County had been established. Counsel was added to this Panel. The Litigation and Appeals Bureau evaluated several firms from the current Panel list. Counsel has the requisite expertise, and was ready, willing, and able to commence representation on behalf of the County immediately, so Counsel was selected to handle the above-referenced matter.

Description of General Provisions: Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; conferences; trial; appeals; and such other services as may be required to fully represent the County in the above-referenced matter.

Impact on Funding / Price Analysis: The maximum amount in the original agreement will be increased by $350,000. The amended maximum amount will be $545,000. The partial encumbrance will be $200,000.

Change in Contract from Prior Procurement: There is an increase in the maximum amount, and services have been amended to include defending the County in an additional lawsuit filed by Plaintiff's entitled Debra Mulé and Scott Davis v. County of Nassau, Bruce Blakeman, in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff, Index No. 609900/2025, and any other matters or litigation related to the Mulé case brought against the County.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/27/2025

Original procurement method: RFQ

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	03	$200,000.00
						TOTAL		**$200,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$200,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$200,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	04/15/2026 05:42PM	Approved
NIFS Final Approval	Mary Nori	04/15/2026 05:42PM	Approved
Final Approval	Mary Nori	04/15/2026 05:42PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	04/16/2026 02:50PM	Approved
RE & Insurance Verification	Grady Farnan	04/17/2026 09:39AM	Approved
NIFS Approval	Mary Nori	04/28/2026 04:20PM	Approved
Final Approval	Mary Nori	04/28/2026 04:20PM	Approved
OMB			
NIFS Approval	Raquel Rosen	04/28/2026 09:24AM	Approved
NIFA Approval	Irfan Qureshi	04/28/2026 11:54AM	Approved
Final Approval	Irfan Qureshi	04/28/2026 11:54AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/28/2026 04:30PM	Approved
DCE Compliance Approval	Robert Cleary	05/01/2026 04:34PM	Approved
Vertical DCE Approval	Arthur Walsh	05/21/2026 06:25PM	Approved
Final Approval	Arthur Walsh	05/21/2026 06:25PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/22/2026 03:50PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND ROSENBERG CALICA BIRNEY LIEBMAN & ROSS, LLP.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Rosenberg Calica Birney Liebman & Ross, LLP., to provide professional legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Rosenberg Calica Birney Liebman & Ross, LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Rosenberg Calica Birney Liebman & Ross LLP**, with an office located at 400 Garden City Plaza, Suite 403, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT25000002 between the County and Counsel, executed on behalf of the County on June 27, 2025 (the "Original Agreement"), Counsel provides legal services to the County in connection with the case known as *Debra Mulé and Scott Davis v. County of Nassau, Bruce Blakeman in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff*, Index No. 602642/2025 (the "Mulé" case), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 21, 2025, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Ninety-Five Thousand Dollars ($195,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount and amend the Services section of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall, for all existing and new matters, be increased by Three Hundred Fifty Thousand Dollars ($350,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be Five Hundred Forty-Five Thousand Dollars ($545,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment shall be amended to include the defense of the County in an additional lawsuit filed by the Plaintiffs entitled *Debra Mulé and Scott Davis v.* County *of Nassau, Bruce Blakeman, in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff*, Index No. 609900/2025, and any other matters or litigation related to the Mulé case brought against the County, as may be assigned to Counsel by the County Attorney or their designee (collectively, the "Amended Services").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. Counsel further acknowledges that the initial encumbrance shall be Two Hundred Thousand Dollars ($200,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[Remainder of Page Intentionally Left Blank.]

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

ROSENBERG CALICA BIRNEY LIEBMAN & ROSS LLP

By: _____

Name: Joshua Liebman

Title: Partner

Date: April 10, 2026

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: April 13, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of April in the year 2026 before me personally came Joshua M. Liebman 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 Partner of Rosenberg Calica Birney Liebman and, 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

YANISSA D. MORAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MO6413790
Qualified in Nassau County
Commission Expires 06/18/2029

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

On the 13th day of April in the year 2026 before me personally came **Thomas A. Adams** 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 **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Rosenberg Calica Birney Liebman & Ross LLP

2. Amount requiring NIFA approval: $350,000.00

Amount to be encumbered: $200,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to February 21, 2025 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: This is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

This is an amendment (#1) to an existing contract with Rosenberg Calica Birney Liebman & Ross LLP ("Counsel"), the special counsel firm selected to represent the County and all named County defendants (collectively known as the "County") in the matter known as Debra Mulé and Scott Davis v. County of Nassau, Bruce Blakeman, in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff, Index No. 602642/2025.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 04/28/2026

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.

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?

YES [X] NO [ ] If yes, to what campaign committee?

See attached.

1 File(s) uploaded: 00540731.XLSX

Electronically signed and certified at the date and time indicated by:
Joshua Liebman [JLIEBMAN@ROSENBERGLLP.COM]

Dated: 03/04/2026 06:14:01 pm

Vendor: Rosenberg Calica Birney Liebman & Ross LLP

Title: Partner

Contribution Date	Amount	Contributo Detail Ori	Recipient
10/4/2024	$250.00	JOSHUA LIEBMAN	Steve Rhoads for Senate - ID# 382212
4/8/2024	$500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
7/11/2024	$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
3/27/2024	$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
4/1/2024	$350.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
3/15/2024	$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
10/20/2024	$275.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
10/20/2024	$275.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
10/1/2024	$500.00	Joshua Liebman	Citizens for Saladino - ID# 11479
10/21/2024	$500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
1/11/2025	$125.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
1/11/2025	$125.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
1/11/2025	$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
8/30/2024	$1,000.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
11/11/2024	$2,500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
1/22/2025	$5,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
3/14/2025	$1,500.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
9/24/2024	$500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749
8/1/2024	$200.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
9/30/2024	$500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
9/30/2024	$1,500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
5/8/2025	$500.00	Joshua Liebman	Maureen O'Connell for County Clerk - ID# 8178
4/28/2025	$2,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
1/16/2025	$500.00	Joshua Liebman	Citizens for Saladino - ID# 11479
4/29/2025	$250.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
6/13/2025	$1,000.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
2/7/2025	$2,500.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
4/29/2025	$250.00	Joshua Liebman	Blakeman for Nassau - ID# 165158
5/6/2025	$1,500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749
9/23/2025	$750.00	Joshua Liebman	North Hempstead Republican Century Club - ID# 1516
7/29/2025	$500.00	Joshua Liebman	Glen Cove Republican City Comm - ID# 12749
2/20/2025	$2,500.00	Joshua Liebman	Friends of Don Clavin - ID# 3549
9/30/2025	$550.00	Joshua Liebman	Friends of John Ferretti - ID# 527489
9/30/2025	$198.00	Joshua Liebman	Friends of John Ferretti - ID# 527489
9/30/2025	$1,000.00	Joshua Liebman	Friends of John Ferretti - ID# 527489
11/19/2025	$1,000.00	Joshua Liebman	Nassau County Republican Committee - ID# 1522
4/3/2024	$150.00	JOSHUA LIEBMAN	Steve Rhoads for Senate - ID# 382212
3/24/2025	$1,250.00	Joshua M Liebman	Howard Kopel for Legislature - ID# 1510
10/21/2025	$750.00	Joshua Liebman Attor	Friends of Jeanine Driscoll - ID# 18708
5/30/2025	$1,350.00	joshua m liebman	Friends of John Giuffre - ID# 165215
5/28/2024	$350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
6/11/2024	$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
9/10/2024	$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522

7/31/2024	$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
8/28/2024	$350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
8/28/2024	$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
9/25/2024	$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
9/6/2024	$1,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
10/28/2024	$1,350.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
11/1/2024	$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
12/19/2024	$1,185.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
11/29/2024	$1,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
1/6/2025	$185.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
1/20/2025	$675.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
3/14/2025	$5,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
5/19/2025	$225.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
4/9/2025	$1,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
4/28/2025	$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
5/19/2025	$225.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
5/19/2025	$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
8/22/2025	$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
7/18/2025	$2,500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
9/10/2025	$600.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
10/10/2025	$1,400.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
10/3/2025	$500.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522
11/20/2025	$2,000.00	Joshua M. Liebman	Nassau County Republican Committee - ID# 1522

Disclosure	Committee	Filer Type	Filer Count	Filer Munic	Filer Office	Filer Distric	Claimed_For_Match
2024	State Public Cam	State					
2024	State Authorized	County	Nassau	Nassau			
2024	State Authorized	County	Nassau	Hempstead			
2024	State Constitute	County	Nassau	Nassau			
2024	State Constitute	County	Nassau	Nassau			
2024	State Constitute	County	Nassau	Nassau			
2024	State Authorized	County	Nassau	Hempstead			
2024	State Authorized	County	Nassau	Hempstead			
2024	State Authorized	County	Nassau	Oyster Bay			
2024	State Constitute	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Nassau			
2025	State Constitute	County	Nassau	Nassau			
2025	State Constitute	County	Nassau	Nassau			
2024	State Party Coun	County	Nassau	Glen Cove			
2024	State Authorized	County	Nassau	Hempstead			
2024	State Authorized	County	Nassau	Hempstead			
2024	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Nassau			
2025	State Constitute	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Oyster Bay			
2025	State Authorized	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Nassau			
2025	State Party Coun	County	Nassau	Glen Cove			
2025	State Duly Const	County	Nassau	North Hempstead			
2025	State Party Coun	County	Nassau	Glen Cove			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Constitute	County	Nassau	Nassau			
2024	State Public Cam	State					
2025	State Authorized	County	Nassau	Nassau			
2025	State Authorized	County	Nassau	Hempstead			
2025	State Authorized	County	Nassau	Nassau			
2024	State Constitute	County	Nassau	Nassau			
2024	State Constitute	County	Nassau	Nassau			
2024	State Constitute	County	Nassau	Nassau			

2024 State Constitute	County	Nassau	Nassau
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2025 State Constitute	County	Nassau	Nassau
2025 State Constitute	County	Nassau	Nassau

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: Joshua M Liebman

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 400 Garden City Plaza, Ste 403

City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530

Country US

Telephone: (516) 747-7400

Other present address(es): 400 Garden City Plaza

City:	Garden City	State/Province/ Territory:	NY	Zip/Postal Code:	11530

Country: US

Telephone: 5167477400

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	03/01/2024
Vice President			
(Other)			

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

50%

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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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joshua Liebman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joshua Liebman , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Rosenberg Calica Birney Liebman & Ross LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joshua Liebman JLIEBMAN@ROSENBERGLLP.COM

Managing Partner

Title

04/02/2026 05:39:19 pm

Date

Joshua M. Liebman
[redacted]

Robert M. Calica
[redacted]

50/% Joshua M. Liebman

50% Robert M. Calica

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: 06/20/2025

1) Proposer's Legal Name: Rosenberg Calica Birney Liebman & Ross LLP

2) Address of Place of Business: 400 Garden City Plaza, Ste 403

City: Garden City State/Province/ Territory: NY Zip/Postal Code: 11530

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: None

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

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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 exist.

(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 exist.

(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 exist.

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.

Should a conflict arise we would notify the County and adhere to their guidelines

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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

03/01/2024

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Joshua M. Liebman - [redacted] - Managing Partner
Robert M. Calica - [redacted] - Partner

iii) Name, address and position of all officers and directors of the company. If none, explain.

Joshua M. Liebman - [redacted] - Managing Partner - 50%
Robert M. Calica - [redacted] - Partner - 50%

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

13

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

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viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

25

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

Since its inception, Rosenberg Calica Birney Liebman & Ross, LLP and the predecessor law firm known as Rosenberg Calica & Birney LLP (collectively, "RCB") has provided and continues to provide a full range of legal services to its diverse clientele which includes companies, both private and public, municipal governments, developers, business owners, professionals and individuals alike. RCB was formed over 23 years ago in 1999. RCB's senior partners have been practicing for over 40 years.

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

Company	Dr. Richard Shlofmitz		
Contact Person	Dr. Richard Shlofmitz		
Address	100 Port Washington Blvd. Suite 105		
City	Port Washington	State/Province/Territory	NY
Country	US		

Telephone	(516) 390-9640		
Fax #			
E-Mail Address	Hartfixr1@aol.com		

Company	Kabro Associates		
Contact Person	Neal Kaplan		
Address	121 Wheatley Road		
City	Old Westbury	State/Province/Territory	NY
Country	US		
Telephone	(516) 524-2414		
Fax #			
E-Mail Address	neal@kabro.com		

Company	Creative Mobile Technologies, LLC		
Contact Person	Ron Sherman		
Address	36-22 14th Street		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(201) 519-7700		
Fax #			
E-Mail Address	rstaxi@aol.com		

I, Joshua Liebman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joshua Liebman , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Rosenberg Calica Birney Liebman & Ross LLP

Electronically signed and certified at the date and time indicated by:
Joshua Liebman JLIEBMAN@ROSENBERGLLP.COM

Partner
Title

03/04/2026
Date

Rosenberg Calica Birney Liebman & Ross LLP Attorneys

a) Joshua M. Liebman, Esq. –
   1. Year of Admission: 2009
   2. Mr. Liebman's practice includes all aspects of commercial litigation. Mr. Liebman graduated from New York University, magna cum laude, with a B.S. in Sports Management, in 2005. Mr. Liebman attended St. John's University School of Law, graduating in 2008, where he received CALI Excellence for the Future Awards for Business Organizations and Labor Law. Josh has been named as a "Rising Star" on the Super Lawyers list. He is a member of the American Bar Association.

b) Robert M. Calica, Esq. –
   1. Year of Admission: 1970
   2. Mr. Calica's practice includes all aspects of commercial and civil litigation and appeals. After graduating from New York University (B.A. 1966) and Brooklyn Law School (J.D. 1969) where he served as a published member of the Brooklyn Law Review, Mr. Calica began his distinguished career as a judicial law clerk in the Appellate Division, Second Department, where he clerked for two years and later joined a prominent New York City law firm as an associate. He later joined a major Long Island law firm where he quickly developed, grew a thriving litigation practice, and became Senior Litigation Partner and then a named Partner and head of the Litigation Department at another prominent Long Island law firm.

      During the past 43 years, Mr. Calica has litigated numerous high profile cases throughout Long Island and New York State. Mr. Calica has been named annually to the "Super Lawyers" list. Mr. Calica is a member of the Nassau County Bar Association.

c) William J. Birney, Esq. –
   1. Year of Admission: 1984
   2. Mr. Birney practices in all areas of commercial, corporate, and real estate law, including transactions and lease negotiations, as well as business disputes, commercial real estate litigation and other civil disputes. Bill is a graduate of St. John's University School of Law (1983), where he was a member of the St. John's Law Review and received his undergraduate degree in business administration from the State University of New York at Oswego (1979).

d) Edward M. Ross, Esq. –
   1. Year of Admission: 1992
   2. Mr. Ross has extensive experience in all aspects of complex litigation. He has successfully prosecuted and defended numerous cases in federal and state court, and has achieved successful results via arbitration and mediation, involving a wide range of areas, including complex business disputes, municipal litigation, corporate litigation, partnership and LLC disputes, dissolutions, defamation, civil rights, banking litigation, fraud, securities litigation, bankruptcy litigation, employment disputes, intellectual property, class actions, construction and lease disputes, and estate litigation. He began his career as a litigation associate with a prominent New York City law firm. He is a graduate of Cornell University, and received his law degree from Brooklyn Law School in 1991, where he was a member of both the Brooklyn Law Review and the Moot Court Honor Society and was the recipient of several awards. He has also lectured and authored articles on a variety of litigation topics appearing in bar journals and other publications. Mr. Ross is a member of the Nassau County Bar Association and the New York State Bar Association.

e) Peter Clines, Esq. –
   1. Year of Admission – 1989
   2. Admitted to the bar in 1989, Mr. Clines specializes in governmental law and appellate practice. He has had an extensive career in private practice and public service, including as Chief of the Affirmative Litigation Bureau of the Nassau County Attorney's Office and legal counsel to the Nassau County Legislature. He has litigated a wide range of complex issues in the state and federal courts and has significant experience in Section 1983 Civil Rights litigation.

   3. John S. Ciulla, Esq. –
      1. Year of Admission: 1988
      2. Mr. Ciulla specializes in complex commercial litigation. He has litigated a wide range of cases in state and federal courts concentrating in complex franchise disputes, civil rights litigation, business disputes, real estate matters, employment and labor issues, and general corporate matters.

f) Judah Serfaty, Esq. –
   1. Year of Admission: 1994
   2. Mr. Serfaty's practice includes all aspects of litigation, including commercial, real estate, corporate, constitutional law, and municipal defense. With an extensive appellate practice, he has successfully orally argued before the Second Circuit Court of Appeals, the New York Court of Appeals, the Appellate Divisions, and numerous other appellate and trial level courts. He has also written and submitted briefs in scores of high profile cases. Judah graduated top 10% from Touro Law School (J.D. cum laude 1993) where he was Research Editor for the Law Review. His prior experience includes almost seven years with the Appeals Bureau of the Nassau County Legal Aid Society. He presently proudly serves as a member of its Board of Directors. Judah has been named annually to the "Super Lawyers" list.

g) Peter J. Williams, Esq. –
   1. Year of Admission: 1996
   2. Mr. Williams concentrates on all aspects of commercial litigation. He has litigated a wide variety of cases in state and federal courts involving complex business disputes, commercial real estate disputes, partnership dissolutions, employment issues, intellectual property disputes, professional liability, bankruptcy adversary proceedings, insurance coverage and corporate related matters. After graduating from Columbia University (B.A. 1988), he attended Brooklyn Law School (J.D. 1995). Peter is also admitted to practice in Maryland.

COUNTY OF NASSAU

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

1. Name of the Entity: Rosenberg Calica Birney Liebman & Ross LLP

Address: 400 Garden City Plaza Ste 403

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

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

3. Type of Business: Partnership (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):

1 File(s) uploaded: 00540734.DOCX

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.
If none, explain.

1 File(s) uploaded: 00540734.DOCX

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

100 Garden City Plaza

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

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

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.

Electronically signed and certified at the date and time indicated by:
Joshua Liebman [JLIEBMAN@ROSENBERGLLP.COM]

Dated: 03/04/2026 06:16:05 pm

Title: Partner

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

Joshua M. Liebman
[redacted]

Robert M. Calica
[redacted]

50/% Joshua M. Liebman

50% Robert M. Calica

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joshua Liebman state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Rosenberg Calica Birney Liebman & Ross LLP

Vendor's Address: 400 Garden City Plaza, Suite 403 Garden City NY US 11530

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/04/2026 06:14:01 pm

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified: 03/04/2026 06:17:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/04/2026 06:16:05 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Joshua Liebman [JLIEBMAN@ROSENBERGLLP.COM]
Date Certified	04/02/2026 05:39:19 pm

I, Joshua Liebman hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Joshua Liebman JLIEBMAN@ROSENBERGLLP.COM
Name

Partner
Title

Rosenberg Calica Birney Liebman & Ross LLP
Name of Submitting Entity

04/14/2026 10:51:15 am
Date

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Rosenberg Calica Birney Liebman & Ross, LLP**, formerly known as, Rosenberg Calica & Birney LLP, with an office located at 400 Garden City Plaza, Suite 403, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

WHEREAS, Counsel desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on February 21, 2025, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County and all named County defendants (collectively known as the "County") in the *Debra Mulé and Scott Davis v. County of Nassau, Bruce Blakeman in his official capacity as Nassau County Executive, and Anthony J. LaRocco, in his official capacity as Nassau County Sheriff*, Index No. 602642/2025 (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; conferences; trial; appeals; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigations.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of One Hundred Ninety-Five Thousand Dollars ($195,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel: $425.00

(ii) Associate: $350.00

(iii) Paralegal: $90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of

the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

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

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

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

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

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

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

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or

any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of

insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be

available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

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

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

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

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

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

[Remainder of Page Intentionally Left Blank.]

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

ROSENBERG CALICA BIRNEY LIEBMAN & ROSS LLP

By: _____

Name: Joshua Liebman

Title: Partner

Date: 2/26/25

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A. Adams

Title: County Attorney

Date: March 11, 2025

NASSAU COUNTY

By: _____

ARTHUR T. WALSH

Name: Chief Deputy County Executive

Title: County Executive

☐ Deputy County Executive

Date: 6-27-25

PLEASE EXECUTE IN BLUE INK

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

On the 26th day of February in the year 2025 before me personally came JOSHUA M. LIEBMAN 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 PARTNER of ROSENBERG CALICA BIRNEY & LIEBMAN LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Maryellen Boyle
NOTARY PUBLIC

MARYELLEN BOYLE
Notary Public, State of New York
No. 01BO5040042
Qualified in Queens County
Commission Expires May 1, 2027

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

On the 11th day of March in the year 2025 before me personally came Thomas A. Adams 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 **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

On the 27th day of June in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

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, upgrading's, 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, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work.

Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or

penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

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

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

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

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

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and

capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:
   Joshua Liebman (Name)
   400 Garden City Plaza, Suite 403, Garden City, NY 11530 (Address)
   (516) 747-7400 (Telephone Number)

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

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

   _____

   _____

   _____

   _____

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

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

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

3/6/25
Dated

Signature of Chief Executive Officer

Joshua Lieberman
Name of Chief Executive Officer

Sworn to before me this
6th day of March 2025

Notary Public

MARYELLEN BOYLE
Notary Public, State of New York
No.01BO5043092
Qualified in Queens County
Commission Expires May 1, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2026

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	CONTACT NAME: Shannon Rice	
The Hilb Group of New York, LLC dba Rampart Insurance Services PO Box 109209 Atlanta GA 30348	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: srice@rampartinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Co, Ltd.	11000
INSURED Rosenberg Calica Birney Liebman & Ross LLP, et al 400 Garden City Plaza, Suite 403 Garden City NY 11530	INSURER B : Beazley Insurance Co, Inc.	37540
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2621750859 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			12SBAIU4078SB	02/28/2026	02/28/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			12SBAIU4078SB	02/28/2026	02/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Employment Practices Liability			V13BAA25PNTE	10/08/2025	10/08/2026	Each Event Aggregate Limit Retention	1,000,000 1,000,000 25,000

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

All coverage is subject to policy, terms, conditions, limitations and exclusions.

Nassau County is included as Additional Insured.

General Liability policy provides a Blanket Additional Insured-Primary & Non Contributory and Blanket Waiver of Subrogation where required by a written contract or agreement executed prior to a loss per form SS0008 04/05

CERTIFICATE HOLDER

County of Nassau
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

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Additional Named Insureds

Other Named Insureds	
JOSHUA M. LIEBMAN	Additional Named Insured
Law Office of Joshua M Liebman	Additional Named Insured
Law Office of Robert M. Calica	Additional Named Insured
Law Office of Ronald J. Rosenberg	Corporation, Additional Named Insured
ROBERT M. CALICA	Individual, Additional Named Insured
RONALD J. ROSENBERG P.C.	Additional Named Insured
ROSENBERG CALICA & BIRNEY LLP	Additional Insured

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
LAW OFFICE OF JOSHUA M LIEBMAN
400 GARDEN CITY PLAZA SUITE 403
GARDEN CITY, NY 11530

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
5167477400

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
Z03864-000

3c. Policy Effective Period
3/6/2024 to 6/19/2026

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 6/20/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title TALIN CONTI/MGR. POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

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	USI Affinity 90 Matawan Road, Suite 203 Matawan, NJ 07747	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : CNA INSURANCE COMPANIES	20443
INSURED	Rosenberg Calica Birney Liebman & Ross LLP 400 Garden City Plaza Suite 403 Garden City NY 11530	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability			5096513750	10/21/2025	10/21/2026	Each Claim	$ 2,000,000
							Aggregate	$ 2,000,000
							Deductible	$ 15,000

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

CERTIFICATE HOLDER

Office of the Nassau County Attorney
One 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

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^ ^ ^ ^ ^ ^ 991751889
LAW OFFICE OF JOSHUA M. LIEBMAN
400 GARDEN CITY PLAZA SUITE 403
GARDEN CITY NY 11530

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
LAW OFFICE OF JOSHUA M. LIEBMAN 400 GARDEN CITY PLAZA SUITE 403 GARDEN CITY NY 11530	TL GCP OWNER LLC 200 GARDEN CITY PLAZA STE 325 GARDEN CITY NY 11530

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 676 446-8	45188	10/17/2025 TO 10/17/2026	11/18/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 676 446-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

JOSHUA M LIEBMAN
LAW OFFICE OF JOSHUA M. LIEBMAN

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1026566273

U-26.3

Certified: --

E-66-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MAY 26, 2026
9:28 AM

NIFS ID: CLAT26000017

Capital:

Contract ID #: **CQAT22000004**

NIFS Entry Date: **04/16/2026**

Department: County Attorney

Service: **Special Counsel (Hochuli)**

Term: **December 16, 2021 to completion**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Law Office of Vincent D. McNamara**	ID#:**113412357**
Main Address: **1045 Oyster Bay Road East Norwich, NY 11732**	
Main Contact: **Vincent McNamara**	
Main Phone: **(516) 922-9100**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **hoggeri@nassaucountyny.gov,mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov**

Contract Summary

Purpose: This is amendment (#2) to an existing contract with the Law Office of Vincent D. McNamara (“Counsel”), the special counsel firm selected to represent Peter Notaranicola in the matter known as Jennifer Hochuli v. Nassau County, et. al., Index No. 601372/2021, a vehicle accident case resulting in personal injury.

Procurement History: In April 2018 and 2019, the County Attorney’s Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel") qualified to provide legal services for the County has been established. Counsel has been added to the Panel. After a review of the Panel, Counsel was selected to handle this matter because of their experience, expertise in the subject matter, and availability. Counsel was necessary due to multiple defendants named in the Hochuli case, creating a conflict, thereby necessitating separate representation for each defendant.

Description of General Provisions: Services under the Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; and such other services as may be required to fully represent Peter Notaranicola. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

Impact on Funding / Price Analysis: This amendment will increase the maximum amount by $8,374. The amended maximum amount is now $135,174. The entire amount will be encumbered.

Change in Contract from Prior Procurement: There is an increase to the maximum amount.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 07/22/2022

Original procurement method: RFQ

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	04	$8,374.00
						TOTAL		**$8,374.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$8,374.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$8,374.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	04/21/2026 04:24PM	Approved
NIFS Final Approval	Mary Nori	04/21/2026 04:24PM	Approved
Final Approval	Mary Nori	04/21/2026 04:24PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	04/22/2026 03:58PM	Approved
RE & Insurance Verification	Grady Farnan	04/22/2026 09:03AM	Approved
NIFS Approval	Mary Nori	04/28/2026 03:56PM	Approved
Final Approval	Mary Nori	04/28/2026 03:56PM	Approved
OMB			
NIFS Approval	Raquel Rosen	04/28/2026 10:21AM	Approved
NIFA Approval	Irfan Qureshi	04/28/2026 11:52AM	Approved
Final Approval	Irfan Qureshi	04/28/2026 11:52AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/28/2026 04:28PM	Approved
DCE Compliance Approval	Robert Cleary	04/29/2026 02:21PM	Approved
Vertical DCE Approval	Arthur Walsh	05/21/2026 06:26PM	Approved
Final Approval	Arthur Walsh	05/21/2026 06:26PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/22/2026 04:25PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND LAW OFFICE OF VINCENT D. MCNAMARA

WHEREAS, the County has negotiated an amendment to a personal services agreement with Law Office of Vincent D. McNamara, to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Law Office of Vincent D. McNamara.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 ("the County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Law Office of Vincent D. McNamara**, with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, New York 11732 ("Counsel or "Contractor")

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT22000004 between the County and Counsel, executed on behalf of the County on July 22, 2022, as amended by amendment number CLAT24000013, executed on behalf of the County on December 6, 2024 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 16, 2021, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-Six Thousand Eight Hundred Dollars ($126,800.00) (the "Maximum Amount"); and

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

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

1. Maximum Amount. The Maximum Amount of the Original Agreement for Services shall be increased by Eight Thousand Three Hundred Seventy-Four Dollars ($8,374.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Hundred Thirty-Five Thousand One Hundred Seventy-Four Dollars ($135,174.00) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D McNamara

Name: Vincent D. McNamara

Title: Principal

Date: April 10, 2026

NASSAU COUNTY

By:

Name: Thomas A. Adams

Title: County Attorney

Date: April 16, 2026

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of April in the year 2026 before me personally came Vincent D. McNamara 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 Principal of LAW OFFICE OF VINCENT D. McNAMARA, 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.

Margaret M. Grady
NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026.

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

On the 16th day of April in the year 2026 before me personally came **Thomas A. Adams** 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 **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Law Office of Vincent D. McNamara

2. Amount requiring NIFA approval: $8,374.00

Amount to be encumbered: $8,374.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to December 16, 2021 to completion

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract.

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

This is amendment (#2) to an existing contract with the Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent Peter Notaranicola in the matter known as Jennifer Hochuli v. Nassau County, et. al., Index No. 601372/2021, a vehicle accident case resulting in personal injury.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 04/28/2026

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.

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?

YES [X] NO [ ] If yes, to what campaign committee?

BLAKEMAN FOR NASSAU - 4/28/25 - Check No. 12211 - $2,350.00 - 10/21/25 - Check No. 12483 - $1,000.00 - 12/8/25 - Check No. 12550 - $1,000.00

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 03:26:31 pm

Vendor: Law Office of Vincent D. McNamara

Title: Principal

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: Vincent D. McNamara

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 1045 Oyster Bay Road, Suite 1

City:	East Norwich	State/Province/ Territory:	NY	Zip/Postal Code:	11732
Country	US				
Telephone:	516-922-9100				

Other present address(es):

City:		State/Province/ Territory:		Zip/Postal Code:	
Country:					
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	12/01/1997	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

Office is a sole proprietorship but there is no listing in that vein in "positions held" so Chief Executive Officer was so designated.

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Vincent D. McNamara , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Law Office of Vincent D. McNamara

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal

Title

03/06/2026 01:41:22 pm

Date

Business History Form

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

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

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

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

Date: 02/09/2026

1) Proposer's Legal Name: Law Office of Vincent D. McNamara

2) Address of Place of Business: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/ Territory: NY Zip/Postal Code: 11732

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (516) 922-9100

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:

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

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

Every file that comes into the office has a double conflict check, both manually and electronically. In over ten years, we have never had a problem with this system.

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.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Vincent D. McNamara, Principal
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Not applicable.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

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vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

Your records will show we have successfully handled and tried a number of cases for the County of Nassau over the last ten plus years.

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

Company	INCORPORATED VILLAGE OF FREEPORT		
Contact Person	Howard E. Colton, Esq.		
Address	46 North Ocean Avenue		
City	Freeport	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2249		
Fax #	(516) 377-2366		
E-Mail Address	Hcolton@freeportny.gov		

Company	OFFICE OF THE SUFFOLK COUNTY ATTORNEY		
Contact Person	Susan A. Flynn		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4055		
Fax #	(631) 853-5169		
E-Mail Address	Susan.Flynn@suffolkcountyny.gov		

Company	F & L Claims Service, Inc.		
Contact Person	Stephen Lobaccaro, Claims Supervisor		
Address	560 Broad Hollow Road, Suite 202		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 393-6210		
Fax #	(631) 393-6211		
E-Mail Address	slobaccaro@fandlclaims.com		

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I, Vincent D. McNamara , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: LAW OFFICE OF VINCENT D. McNAMARA

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal
Title

02/09/2026
Date

FIRM RESUME

Law Office of Vincent D. McNamara
Tower Square
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732
(516) 922-9100 - Telephone
(516) 922-9208 - Facsimile

VINCENT D. McNAMARA

VINCENT D. McNAMARA received his B.A. from St. John's University in January, 1974 and his J.D. in June, 1977 from the St. John's University School of Law. He was admitted to practice by the Appellate Division, Second Department, in February, 1978.

Currently, his work efforts are in the areas of professional liability, products liability, medical malpractice, construction litigation, premises liability, directors and officers liability and appeals.

He has been a member of the New York State Bar Association and its Special Committee on Volunteer Lawyers, the Nassau County Bar Association, the Nassau-Suffolk Trial Lawyers, the Defense Association of New York and the Defense Research Institute. In addition, he has lectured for the New York State Bar Association, the Nassau County Bar Association, the Suffolk County Bar Association Academy of Law, and the National Business Institute in the areas of products liability, premises liability and trial technique.

Mr. McNamara opened his own office in December, 1997 after many years as a partner in a litigation firm and has been an active trial lawyer in every Court in the New York Metropolitan area.

HELEN M. BENZIE

HELEN M. BENZIE, graduated *magna cum laude* from Molloy College in Rockville Centre, New York, and received her J.D. from St. John's University School of Law in 1977. Admitted to practice in New York in 1978 by the Appellate Division, Second Department, subsequently she was admitted to practice before the Unites State Supreme Court, United States Court of Appeals for the Second and Eleventh Circuits, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Benzie has handled primarily insurance and reinsurance litigation involving toxic tort and various insurance and reinsurance coverage issues related to the defense of personal injury, maritime and commercial liability actions. Defending in these actions, she has litigated in state and federal trial and appellate courts throughout the United States. She has also counseled insures and reinsurers on the content of their insurance and reinsured agreements.

She is a member of the Association of the Bar of the City of New York, Nassau County Bar Association, New York state Bar Association, Maritime Law Association of the United States and Southeastern Admiralty Law Institute.

Her community involvement includes serving as an Arbitrator for the United States District Court, Eastern District of New York. She has taught as an Adjunct Professor in the Writing Program at New York Law School. In 1997, she was a panelist at the January Joint Meeting on Marine Insurance Regulation and the McCarran-Ferguson Act sponsored by the American Association of Law Schools.

In March 2003, she moderated the Journal of Legal Commentary Symposium on Terrorism and its Impact on Insurance: Legislative Responses and Coverage Issues at St. John's University School of Law. The Spring 2004 issue of St. John's Journal of Legal Commentary published her article on *War and Terrorism Risk Insurance.*

In 2004, she became associated with the Law Office of Vincent D. McNamara where she works in the areas of professional liability and coverage defense litigation after practicing for over 20 years with the law firm of Bigham Englar Jones & Houston in Manhattan.

CHARLES D. TEIXEIRA

[redacted]
dteixeira@vdm-law.com

ADMISSIONS

New York (2009)
United States District Court, Eastern District of New York (2010)
United States District Court, Southern District of New York (2010)

EXPERIENCE

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York (Present)
Civil litigation associate handling all aspects of the firm's litigation, including medical malpractice, professional liability, premises liability and directors and officers liability.

DELL & DEAN, PLLC, Garden City, New York (2014-2018)
Plaintiff's personal injury litigation associate, handling general negligence, automobile and premises liability matters. Responsible for court appearances, arbitrations, mediations and trials at both the state and federal level.

THE LEGAL AID SOCIETY OF SUFFOLK COUNTY, Central Islip, New York (2012-2014)
Bilingual staff attorney (English/Spanish) for suburban public defender's office, handling criminal matters from inception through trial, including motion practice, bail applications, hearings, Violations of Probation, and occasional felony-level offenses.

NANIS & RINALDI, LLP, Astoria, New York (2008-2011)
Litigation associate responsible for handling personal injury, real estate and commercial matters, including motion practice, court conferences, replevin actions and settlement negotiations in New York City and its surrounding jurisdictions.

EDUCATION

J.D., ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, New York (2008)
External Competition Team, Frank S. Polestino Trial Advocacy Institute

B.A., THE UNIVERSITY OF SCRANTON, Scranton, Pennsylvania (2005)
Recipient, Fr. Pedro Arrupe, S.J. Scholarship

DeMATHA CATHOLIC HIGH SCHOOL, Hyattsville, Maryland (2001)
Member, 2001 Maryland State Bar Association Champion Mock Trial Competition Team

TIMOTHY W. McNAMARA
[redacted]

EDUCATION

VILLANOVA UNIVERSITY, Villanova, Pennsylvania
B.S., June 1971

ST. JOHN'S UNIVERSITY, Queens, New York
J.D., June 1974

EXPERIENCE

CURTIS HART & ZAKLUKIEWICZ, Merrick, New York
Associate - 1973 - 1976
Personal Injury - Defense

PRIVATE PRACTICE
1977 - 2002
Personal Injury - Defense

ALLSTATE INSURANCE CO., RELIANCE INSURANCE CO., STATE FARM INSURANCE CO. & GREATER NEW YORK INSURANCE CO.
1976 - 2002
Outside Counsel

NEW YORK STATE DEPARTMENT OF INSURANCE & NEW YORK STATE DEPARTMENT OF FINANCIAL AFFAIRS
2002 - 2020
Private Commercial Practice

LAW OFFICE OF VINCENT D. McNAMARA
Of Counsel
2021 - Present

VIN OCHANI

[redacted]

EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Jamaica, New York
J.D., June 2010
Honors: Mock Trial Competition Finalist (2008, 2009, 2010)
Activities: *Mock trial, Street Law Teaching Clinic.*

ST. JOHN'S COLLEGE OF PROFESSIONAL STUDIES, Jamaica, New York
B.A., *summa cum laude*, Criminal Justice, May 2006; Business Administration minor, May 2006
Academics: G.P.A.: 3.7

EXPERIENCE

THE DRESSLER LAW FIRM, PLLC, New York, New York
Partner and Of-counsel Attorney, April 2014-present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
Associate, June 2010-April 2014; Trial Counsel April 2014-Present
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

STREET LAW TEACHING CLINIC, Jamaica High School, Jamaica
Instructor, September 2008-January 2009
Taught 9th and 10th graders the basic principles of criminal justice, criminal law, constitutional rights, and the legal system through St. John's School of Law.

ST. JOHN'S UNIVERSITY, Jamaica, New York
Lecturer for Dr. Thomas Ward, September 2008-Present
Lectured on the Law School Admission process, becoming an attorney, life of an attorney, and various other elements of attending and completing a law school education

ST. JOHN'S SCHOOL OF LAW, Jamaica, New York
Mock Trial Coach and Trial Evaluator, *September 2008-Present*
Coached, Instructed and Evaluated various Mock Trial Teams and Competitions for the Internal and External Law School Mock Trial Program

EMILY LINKO

[redacted]

BAR ADMISSIONS INFORMATION

Passed July 2022 Uniform Bar Examination (for New York Bar Admission)

EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, NY
Juris Doctor, May 2022
Academics: G.P.A.: 3.62; Rank: 50/230
Honors: Recipient, Alumni Scholarship
Activities: Member, Women's Law Society

BOSTON COLLEGE, WALLACE E. CARROLL SCHOOL OF MANAGEMENT. Chestnut Hill, MA
Bachelor of Science, cum laude, Finance; Bachelor of Arts, cum laude, Psychology, May 2019
Academics: G.P.A.: 3.745
Honors: Dean's List First Honors
Activities: Executive Board, University Wind Ensemble
Section Leader, Marching Band

WORK EXPERIENCE

CHRIST THE KING ROMAN CATHOLIC CHURCH, Commack, NY
Office Assistant, July 2014 – May 2024
Managed front office's reception desk. Responded to parishioner questions and issues via telephone and in person. Conducted various administrative tasks including tabulating parishioner data, organizing files, making copies and completing paperwork.

BOSTON COLLEGE INFORMATION SYSTEMS DEPARTMENT, Chestnut Hill, MA
Teaching Assistant, January 2016 – May 2019
Assisted three professors in teaching Computers in Management. Graded students' assignments with an average of 150 students per semester. Held weekly office hours and met with students individually by appointment. Coordinated four workshops each semester to guide students in solving hands-on problem sets.

SKILLS

Proficient in LexisNexis; Westlaw; Microsoft Excel; and IBM SPSS statistical analysis software.

INTERESTS

Interested in flute music and performance.

Margaret M. Grady

[redacted]

OBJECTIVE **To obtain a position as a Legal Secretary/Administrative Assistant offering career incentives, utilizing my A.A.S. in Paralegal Studies, Business Diploma, and 20+ years of related experience in legal office administration**

SUMMARY OF QUALIFICATIONS

- ***Highly organized and professional administrator with Notary Public license***
- ***Excellent communicator skilled in client relations and problem-solving***
- ***Extensive experience preparing a broad scope of legal documents***
- ***Professional Paralegal with in-depth knowledge of law vocabulary***
- ***Proficient in maintaining executive calendar including court appointments***
- ***Managerial skill in hiring and supervising part-time seasonal***

BUSINESS BACKGROUND

1998-present — LAW OFFICE OF VINCENT D. MCNAMARA, East Norwich, NY
Secretary to Partner
Recruited by principal of former law firm to provide administrative support to the founder of a practice with 7 Associates specializing in medical malpractice and personal injury.

- Maintain executive calendar including personal, professional and court appointments
- Plan and prepare travel itineraries including accommodation and transportation
- Independent preparation of Answers, Motions, Pleadings, Bills of Particulars, Expert Disclosures, Discovery Requests and Responses and Trial Memoranda
- Compile medical records for review by health care experts
- Screen incoming calls and visitors as primary liaison to attorney
- Administrative responsibility for payroll, bank deposits, weekly expense reporting, accounts payable, and equipment maintenance

1993-1998 — MULHOLLAND, MINION & ROE, Williston Park, NY
Legal Secretary

- Provided legal administrative support to a private practice with 5 Associates
- Prepared legal documentation and maintained computerized client records
- Recruited by senior partner as personal Secretary in a new law firm

1983-1993 — MONTFORT, HEALY, MCGUIRE & SALLEY, Garden City, NY
Legal Secretary

- Diversified administrative duties in a pool supporting 20 Associates

EDUCATION — NASSAU COMMUNITY COLLEGE, Garden City, NY
A.A.S., Paralegal Studies (1993)

BERKELEY BUSINESS SCHOOL, Hicksville, NY
Diploma, Office Technology/Legal Assistant (1982)

LICENSING — New York State Notary Public

SKILLS — WordPerfect/Corel 8.0, Microsoft Word, some Westlaw, Quick Books. Shorthand.

REFERENCES — Available upon request

Olivia T. Segota

[redacted]

EDUCATION

University of New Haven — West Haven, CT
Bachelor of Science, Criminal Justice — December 2019
Concentration: Forensic Psychology
Minor: Psychology
Certificate: Law Enforcement Science
Dean's List
Presidential Scholarship

EXTRACURRICULAR ACTIVITIES

American Criminal Justice Association Lambda Alpha Epsilon Psi Omega Chapter — September 2017- Dec. 2019

- Received 3rd place in the Mock Crime Scene Competition Professional Division 2018
- Received 3rd place in the Mock Crime Scene Competition Upper Division 2019
- Head of Social Committee for 2018-2019 academic year
- Oversee 45 student committee, charged with social event planning and co-ordination

WORK HISTORY

Law Office of Vincent D. McNamara — East Norwich, NY
Paralegal/Legal Assistant — May 2019-Present

- Assists attorney's with legal research and trial preparation
- Attend and assist with depositions
- Attend conferences
- Prepare reports regarding case synopses, relevant case law and legal statues

Suffolk County Police Department — Suffolk County, NY
Summer Internship — June 2018-August 2018

- Observed day to day operations at all branches of the Suffolk County Police Department such as K9 Unit, Communications, Crime Lab, Marine Bureau, Riverhead Jail and EVOC Training Facility
- Participated in several ride-alongs with officers of different precincts
- Participated in training courses at official SCPD Driver Training Site and SCPD Firearms Training
- Attended judicial proceedings in Suffolk County Courts Riverhead, NY
- Assisted with SCPD Youth Academies

Thomas Fanning

[redacted]

OBJECTIVE:

- Focus on clear and concise communication;
- Provide efficient solutions for time-sensitive problems;
- Driven to create more team solidarity.

EDUCATION:

2019 - Present Currently enrolled at Stony Brook University;

- Expected Bachelor's Degree of Science; Computer Science.

2019 - Smithtown High School East;

- Valedictorian, Robotics Team, Musician.

EXPERIENCE:

2022 – Present Law Office of Vincent D. McNamara

Performing the duties of a paralegal such as:

- Assisting attorneys with daily tasks and trial preparation;
- Providing intuitive systems of organization and updating files;
- Providing support for our technical and digital functions.
-

(2018-2019) Saf-T-Swim

- (Primary) Swim Instructor for adults and children;
- (Secondary) Provided secretarial support and janitorial upkeep.

COUNTY OF NASSAU

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

1. Name of the Entity: Law Office of Vincent D. McNamara

Address: 1045 Oyster Bay Road Suite 1 Suite 1

City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

Country: US

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

3. Type of Business: Other (specify) Law firm

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):

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.
If none, explain.

The Law Office of Vincent D. McNamara is a Sole Proprietorship.

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

N/A.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(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.

N/A.

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

MA/

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.

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 03/06/2026 01:38:35 pm

Title: Principal

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

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Vincent D. McNamara state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: LAW OFFICE OF VINCENT D. McNAMARA

Vendor's Address: 1045 Oyster Bay Road Suite 1 East Norwich NY US 11732

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/06/2026 03:26:31 pm

Lobbyist Registration and Disclosure Form: 03/06/2026 02:15:29 pm

Business History Form certified: 02/09/2026 11:02:30 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/06/2026 01:38:35 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Vincent D. McNamara [INFO@VDM-LAW.COM]
Date Certified	03/06/2026 01:41:22 pm

I, Vincent D. McNamara hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

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."

Vincent D. McNamara INFO@VDM-LAW.COM

Name

Principal

Title

LAW OFFICE OF VINCENT D. McNAMARA

Name of Submitting Entity

04/15/2026 05:19:16 pm

Date

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this 'Amendment') dated as of the date that this Amendment is executed by Nassau County (the 'Effective Date'), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the County), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the Department), and (ii) **Law Office of Vincent D. McNamara,** with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, New York 11732 ("Counsel" or "Contractor"). .

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT22000004 between the County and Counsel, executed on behalf of the County on July 22, 2022 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 16, 2021, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Seventy-Six Thousand Eight Hundred Dollars ($76,800.00) ('Maximum Amount'); and

WHEREAS, the County desires to amend the Original Agreement by increasing the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount of the Original Agreement for Services shall be increased by Fifty Thousand Dollars ($50,000.00) (the "Amendment Maximum Amount"), so that maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Hundred Twenty-Six Thousand Eight Hundred Dollars ($126,800.00) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank]

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

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D. McNamara

Name: Vincent D. McNamara

Title: Principal

Date: March 20, 2024

NASSAU COUNTY

By:

Name: Thomas A. Adams

Title: County Attorney

Date: April 15, 2024

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

Date:

ARTHUR T. WALSH
Chief Deputy County Executive

PLEASE EXECUTE IN **BLUE** INK

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

On the 20th day of March, in the year 2024 before me personally came Vincent D. McNamara 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 Principal of LAW OFFICE OF VINCENT D. McNAMARA, 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.

Margaret M. Grady
NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

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

On the 15th day of April in the year 2024 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

On the 6 day of December in the year 2024 before me personally came **Arthur T. Walsh** to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Chief Deputy County Executive**, 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

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Law Office of Vincent D. McNamara,** with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, New York 11732 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to Nassau County Charter Section 1101 and Nassau County Administrative Code Section 22-2.8, the County Attorney has determined the need for the employment of special counsel; and

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on December 16, 2021 and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Peter Notaranicola ("PN") in the matter known as *Hochuli v. Nassau County, et al.*, Index No. 601372/2021 (the "Services"). Services under this Agreement shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent PN. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Seventy-Six Thousand Eight Hundred Dollars ($76,800.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i)	Partner	$215.00
(ii)	Of Counsel:	$215.00
(iii)	Associate:	$185.00

(iv) Paralegal: $90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Fifty Thousand Dollars ($50,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for investigators, trial preparation services, court reporting services, interpreters, and other legitimate expenses in accordance with the Guidelines. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements as specified in the Guidelines.

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

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

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any

obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all

deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

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

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; and (iv) if it is determined that PN is no longer entitled to legal representation pursuant to Nassau County Administrative Code Section 22-2.8.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Two Hundred Sixty-Six Dollars ($266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

[Remainder of Page Intentionally Left Blank.]

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

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D. McNamara

Name: Vincent D. McNamara

Title: Principal

Date: December 27, 2021

NASSAU COUNTY

By: Thomas A Adams

Name: Thomas A. Adams
Title: County Attorney

Date: March 31, 2022

NASSAU COUNTY

By:

Name:
Title: ☒ County Executive
☐ Deputy County Executive

Date:

ARTHUR T. WALSH
Chief Deputy County Executive

7-22-22

PLEASE EXECUTE IN BLUE INK

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

On the 27th day of December in the year 2021 before me personally came Vincent D. McNamara 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 Principal of Law Office of Vincent D. McNamara, 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.

Margaret M. Grady
NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 20 22

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

On the 31st day of March in the year 2022 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2022

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

On the 22nd day of JULY in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a CD **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.

Renee Reddy
NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

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, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Vincent D. McNamara (Name)
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732 (Address)

(516) 922-9100 (Telephone Number)

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

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

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X__ has not been commenced against or relating to

the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

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

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

December 27, 2021
Dated

Vincent D. McNamara
Signature of Chief Executive Officer

Vincent D. McNamara
Name of Chief Executive Officer

Sworn to before me this

27th day of December, 2021.

Margaret M. Grady
Notary Public

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/12/2025

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 StateFarm Ned Marzigliano 158A Manetto Hill Road Plainview NY 118031310	**CONTACT NAME:** Ned Marzigliano **PHONE (A/C, No, Ext):** 516-597-5650 **FAX (A/C, No):** **E-MAIL ADDRESS:** ned.marzigliano.fyfe@statefarm.com
INSURED McNamara, Vincent 2 TIFFANY RD OYSTER BAY NY 117711908	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** State Farm Fire and Casualty Company / 25143 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	N	N	92-AP-2240-6	04/29/2025	04/29/2026	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	$
							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

COUNTY OF NASSAU
1 WEST ST
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



This form was system-generated on 05/12/2025 .

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2026

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.

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PRODUCER

State Farm

Ned Marzigliano
158A Manetto Hill Road
Plainview NY 118031310

CONTACT NAME: Ned Marzigliano
PHONE (A/C, No, Ext): 516-597-5650 **FAX (A/C, No):**
E-MAIL ADDRESS: ned.marzigliano.fyfe@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

McNamara, Vincent
1045 OYSTER BAY RD
EAST NORWICH NY 117321053

COVERAGES **CERTIFICATE NUMBER:** **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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	92-AP-2240-6	04/29/2026	04/29/2027	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	$
							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)

Additional Insured:

COUNTY OF NASSAU
ONE WEST ST
MINEOLA, NY 11501

CERTIFICATE HOLDER

THE COUNTY OF NASSAU
ONE WEST ST

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

This form was system-generated on 04/22/2026 .

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
VINCENT MC NAMARA ESQ.
1045 OYSTER BAY ROAD
EAST NORWICH, NY 11732

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516 873 3900

1c. Federal Employer Identification Number of Insured or Social Security Number
113412357

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Nassau
1 West Street
Mineola, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL115517

3c. Policy effective period
05/01/2025 to 04/30/2027

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/29/2026 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

1045 OYSTER BAY ROAD

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

COUNTY OF NASSAU
1 WEST STREET
MINEOLA NY, 11501

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

DBL115517

3c. Policy effective period

05/01/2025 to 04/30/2026

4. Policy provides the following benefits:

- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/12/2025 By [signature]

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2026

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
Risk Strategies Company
Uniondale Office
PO Box 818078
Cleveland, OH 44181

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 201-837-1100 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates2@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Technology Insurance Company, Inc.	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich NY 11732

COVERAGES **CERTIFICATE NUMBER:** 89604290 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LPP904467204	2/10/2026	2/10/2027	$2,000,000 Per Claim $2,000,000 Aggregate	
B	Cyber Liability			TCL176304000	2/10/2026	2/10/2027	$1,000,000 Aggregate	

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

CERTIFICATE HOLDER

County of Nassau
One 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
RSC Insurance Brokerage

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Vincent D. Mcnamara 1045 Oyster Bay Rd. East Norwich, NY 11732 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-922-9100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE COUNTY OF NASSAU One West Street Mineola, New York 11501	3a. Name of Insurance Carrier Travelers Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" UB-2J425830 3c. Policy effective period 6/25/2025 to 6/25/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fabricant
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kenneth Fabricant 6/30/2025
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-621-9000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Certified: --

E-67-26

FILED BY THE NASSAU CPUNTY CLERK OF THE LEGISLATURE MAY 26, 2026
9:36 AM

NIFS ID: CLAT26000012

Capital:

Contract ID #: **CQAT20000011**

NIFS Entry Date: **03/27/2026**

Department: County Attorney

Service: **special counsel (vehicle forfeiture)**

Term: **March 23, 2021, to March 22, 2027**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue: **X**	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Campanelli & Associates, P.C.**	ID#:**261471501**
Main Address: **1757 Merrick Avenue Merrick, NY 11566**	
Main Contact: **Campanelli & Associates, P.C. Campanelli**	
Main Phone: **(516) 746-1600**	

Department:
Contact Name: **Mary Nori**
Address: **1 West Street Mineola, New York 11501**
Phone: **(516) 571-6083**
Email: **mnori@nassaucountyny.gov,acaruso@nassaucountyny.gov,hoggeri@nassaucountyny.gov**

Contract Summary

Purpose: This is an amendment (#1) to an existing contract with Campanelli & Associates, P.C. (“Campanelli” or "Counsel”), the special counsel firm selected to provide representation to the County in vehicle forfeiture proceedings pursuant to section 8-7.0 of the County Administrative Code. This will include the appellate matter entitled County of Nassau v. Arkadiusz Jusiega, Docket No. 2025-10894 (the “Jusiega Appeal”), as well as any additional appellate matters involving vehicle forfeiture proceedings brought against the County.

Procurement History: The County Attorney's Office issued a Request for Proposals ("RFP") on October 4, 2019. One (1) proposal was received in response, from Campanelli. A selection committee was formed to evaluate the proposal, consisting of two (2) members of the Nassau County Police Department's Asset Forfeiture & Intelligence Bureau, and two (2) members of the County Attorney's Office. The selection committee evaluated the proposal and determined that it satisfied the requirements of the RFP and

that the proposed fee was reasonable, and awarded the contract to Campanelli.

Description of General Provisions: Counsel shall represent the County and prosecute civil forfeiture cases that the County elects to pursue, including appellate matters as described above.

Impact on Funding / Price Analysis: There shall be a maximum amount of $12,000. The entire amount will be encumbered.

Compensation for the Jusiega appeal shall be payable at an hourly rate of $275 for attorneys and $100 for paralegals.

For every other litigation, there will be a 33 1/3% contingency fee distribution arrangement in which the firm will get a percentage of the revenue from each adjudication.

Change in Contract from Prior Procurement: This amendment will add services and extend the term. It will also include a maximum amount, along with hourly rates the maximum amount can be payable by.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 03/23/2021

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	02	$12,000.00
						TOTAL		**$12,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$12,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$12,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	04/07/2026 04:41PM	Approved
NIFS Final Approval	Mary Nori	04/07/2026 04:41PM	Approved
Final Approval	Mary Nori	04/07/2026 04:41PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	04/08/2026 01:25PM	Approved
RE & Insurance Verification	Grady Farnan	04/08/2026 01:53PM	Approved
NIFS Approval	Mary Nori	04/13/2026 04:24PM	Approved
Final Approval	Mary Nori	04/13/2026 04:24PM	Approved
OMB			
NIFS Approval	Raquel Rosen	04/08/2026 10:38AM	Approved
NIFA Approval	Irfan Qureshi	04/13/2026 10:48AM	Approved
Final Approval	Irfan Qureshi	04/13/2026 10:48AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	04/13/2026 05:05PM	Approved
DCE Compliance Approval	Robert Cleary	04/29/2026 05:14PM	Approved
Vertical DCE Approval	Arthur Walsh	05/21/2026 06:25PM	Approved
Final Approval	Arthur Walsh	05/21/2026 06:25PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/22/2026 04:57PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND CAMPANELLI & ASSOCIATES, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Campanelli & Associates, P.C., to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with Campanelli & Associates, P.C.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Campanelli & Associates, P.C.**, with an office located at 1757 Merrick Avenue, Suite 204, Merrick, NY 11566 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT20000011 between the County and Counsel, executed on behalf of the County on March 23, 2021 (the "Original Agreement"), Counsel represents the County in connection with vehicle forfeiture proceedings pursuant to Section 8-7.0 of the Nassau County Administrative Code, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 23, 2021, until March 22, 2026, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to amend the Original Term, Services, and the Payment section of the Original Agreement.

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

1. Term. The Original Term shall be amended to extend the term by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be March 22, 2027, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Amended Term").

2. Services. The services to be provided by Counsel under this Amendment are hereby amended to include legal representation of the County in the appellate matter entitled *County of Nassau v. Arkadiusz Jusiega.*, pending before the Appellate Division, Second Department (Docket No. 2025-10894) (the "Jusiega Appeal"), as well as any additional appellate matters involving vehicle forfeiture proceedings brought against the County, pursuant to Section 8-7.0 of the Nassau County Administrative Code, as may be assigned to Counsel by the County Attorney or their designee (collectively, the "Amended Services").

3. Payment. Section 3 of the Original Agreement is hereby amended to add the following subsection:

> 3. (a)(4) As full consideration for Counsel's Services under this Amendment, the total amount payable to Counsel for the Jusiega Appeal, inclusive of all disbursements, shall not exceed Twelve Thousand Dollars ($12,000.00) (the "Maximum Amount"). Compensation for Counsel's Services shall be calculated on an hourly basis in accordance with the following fee schedule:

(i) Attorney: $275.00
(ii) Paralegal: $100.00

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

[Remainder of Page Intentionally Left Blank.]

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

CAMPANELLI & ASSOCIATES, P.C.

By: _____

Name: Andrew J. Campanelli

Title: President

Date: 3/21/26

NASSAU COUNTY

By: _____

Name: Thomas A Adams

Title: County Attorney

Date: March 23, 2026

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 23rd day of March 2026 in the year 20__ before me personally came Andrew J. Campanelli 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 Campanelli & Associates P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Philip Salmon
NOTARY PUBLIC

PHILIP ANTHONY SALMON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02SA0036555
Qualified in Nassau County
Commission Expires April 25, 2029

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

On the 23rd day of March in the year 2026 before me personally came **Thomas A. Adams** to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Campanelli & Associates, P.C.

2. Amount requiring NIFA approval: $12,000.00

Amount to be encumbered: $12,000.00

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to March 23, 2021, to March 22, 2027

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

This is an amendment (#1) to an existing contract with Campanelli & Associates, P.C. (“Campanelli” or "Counsel”), the special counsel firm selected to provide representation to the County in vehicle forfeiture proceedings pursuant to section 8-7.0 of the County Administrative Code. This will include the appellate matter entitled County of Nassau v. Arkadiusz Jusiega, Docket No. 2025-10894 (the “Jusiega Appeal”), as well as any additional appellate matters involving vehicle forfeiture proceedings brought against the County.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 04/13/2026

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.

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?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Andrew Campanelli [AJC@CAMPANELLIPC.COM]

Dated: 01/13/2026 09:40:54 am

Vendor: Campanelli & Associates P.C.

Title: President

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: Andrew J Campanelli

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 1757 Merrick Avenue, Suite 204

City:	Merrick	State/Province/ Territory:	NY	Zip/Postal Code:	11566
Country	US				
Telephone:	516 746-1600				

Other present address(es):

City:	Merrick	State/Province/ Territory:	NY	Zip/Postal Code:	11566
Country:	US				
Telephone:	5167461600				

List of other addresses and telephone numbers attached

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

President	10/30/2007	Treasurer	
Chairman of Board		Shareholder	10/30/2007
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

I am 100% shareholder and sole director

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Andrew Campanelli , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew Campanelli , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Campanelli & Associates P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Andrew Campanelli AJC@CAMPANELLIPC.COM

President

Title

01/13/2026 10:07:12 am

Date

Business History Form

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

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

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

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

Date: 10/21/2019

1) Proposer's Legal Name: Campanelli & Associates, P.C.

2) Address of Place of Business: 1757 Merrick Avenue, Suite 204

City: Merrick State/Province/ Territory: NY Zip/Postal Code: 11566

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 78-731-4371

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

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

We do not make any political contributions to any County elected officials. Nor do we hire County officials, nor their relatives.

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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/30/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Andrew J. Campanelli, President and sole Officer and Director
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Andrew J. Campanelli, President and sole Officer and Director
[redacted]

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

5

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see attached

1 File(s) uploaded: Business History Supplement.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

25

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

Please see the attachment for section vii) and 2002 Year-End Progress Report attached hereto

1 File(s) uploaded: 2002 Progress Report.pdf

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

Company	Nassau County Police Department		
Contact Person	Patrick J. Ryder, Police Commissioner		
Address	1490 Franklin Avenue		
City	Mineola	State/Province/Territory	NY
Country	US		

Telephone	(516) 573-7112		
Fax #	(516) 573-5779		
E-Mail Address	pryder@pdcn.org		

Company	Barket, Epstein, Kearon, Aldea & Liturco LLP		
Contact Person	Kevin T. Kearon		
Address	666 Old Country Road, 7th Floor		
City	Garden City	State/Province/Territory	NY
Country	US		
Telephone	(516) 745-1500		
Fax #	(516) 745-1245		
E-Mail Address	kkearon@barketepstein.com		

Company	Fred Perry		
Contact Person	Fred Perry		
Address	175 Deer Park Avenue		
City	Deer Park	State/Province/Territory	NY
Country	US		
Telephone	(631) 271-9500		
Fax #	(631) 271-9528		
E-Mail Address	fperry@optonline.net		

I, Andrew Campanelli , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Andrew Campanelli , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Campanelli & Associates P.C.

Electronically signed and certified at the date and time indicated by:
Andrew Campanelli AJC@CAMPANELLIPC.COM

President
Title

01/13/2026
Date

Nassau County DWI Seizure Program

2002 Year-End Summary and Final Progress Report

To: Judith Jacobs
Presiding Chairperson
Nassau County Legislature
1 West Street
Mineola, NY 11501

To: Detective Lieutenant Michael J. Fleming
Commanding Officer
Asset Forfeit Bureau
Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

To: Lorna B. Goodman, Esq.
Nassau County Attorney
Office of The County Attorney
1 West Street
Mineola, NY 11501

CONFIDENTIAL AND PRIVILEGED

This report has been prepared and is being transmitted to the above-listed recipients pursuant to the explicit terms of a contract for the provision of legal services between ANDREW J. CAMPANELLI, P.C., as attorneys, and The County of Nassau, as the client. The content of this report is confidential and subject to attorney-client and/or other privileges, as it contains attorney work product, information concerning litigation strategy and/or other sensitive or confidential information not intended to be released to anyone other than the client to whom the undersigned attorneys are providing legal services. The information contained in this report includes, among other things, information concerning the commencement, progress and status of matters in active litigation and is intended for the sole use of the addressees listed hereinabove, as the intended recipients of this report, as expressly authorized by the Nassau County Legislature, The Nassau County Police Department and the Offices of the County Executive and the County Attorney.

Submitted By:

Special Counsel to the County of Nassau

ANDREW J. CAMPANELLI P.C.
310 Old Country Road, Suite 103
Garden City, New York 11530
(516) 746-2678

Introduction

This year represented the first year within which my firm assumed the prosecution of all of the County's misdemeanor DWI civil forfeiture actions.

As of the date of this report, my firm has prosecuted and is currently prosecuting a *cumulative* total of 2,547 civil forfeiture actions as Special Counsel to the County.

I am happy to report that through hard work, exceptionally long hours and unrelenting determination, my firm has achieved significant progress towards: (a) alleviating the County's DWI case backlog, (b) creating procedures which have been implemented through my office and through which the County's cases are now being expedited, (c) reducing the expenses being incurred by the County under its DWI seizure program and simultaneously (d) maximizing the revenues being realized by the County under the program.

While we have achieved dramatic success towards achieving each of these goals, it would be impracticable to attempt to detail all that has been accomplished by my firm within the past year.

To best enlighten County representatives with regard to my firm's achievements in the successful prosecution of the County's cases, and the overall improvements we have implemented with regard to the County's program, I provide herein below a summary of several key indicia which are emblematic of our achievements.

I. Disposition of Civil Forfeiture Actions and Related Vehicles

As of the date my firm was retained to represent the County with regard to these civil forfeiture actions, the County was in possession of as many as 1,400 vehicles which had been seized from persons arrested for DWI. Each and every one of these vehicles was representative of a separate civil forfeiture lawsuit which the County was required to commence, and in which the County was required to prevail, if it was to dispose of each respective vehicle.

By virtue of my firm's commitment to aggressively prosecute these cases as rapidly as the law permitted, this year my firm secured the disposition of over one thousand (1,000) of the County's civil forfeiture cases and disposed of over one thousand related vehicles.

As illustrated by the graph on the following page, this represents a one thousand five hundred (1,500%) percent increase from the average number of cases which were being disposed of annually by the County, during the three year period within which the County was prosecuting these cases.

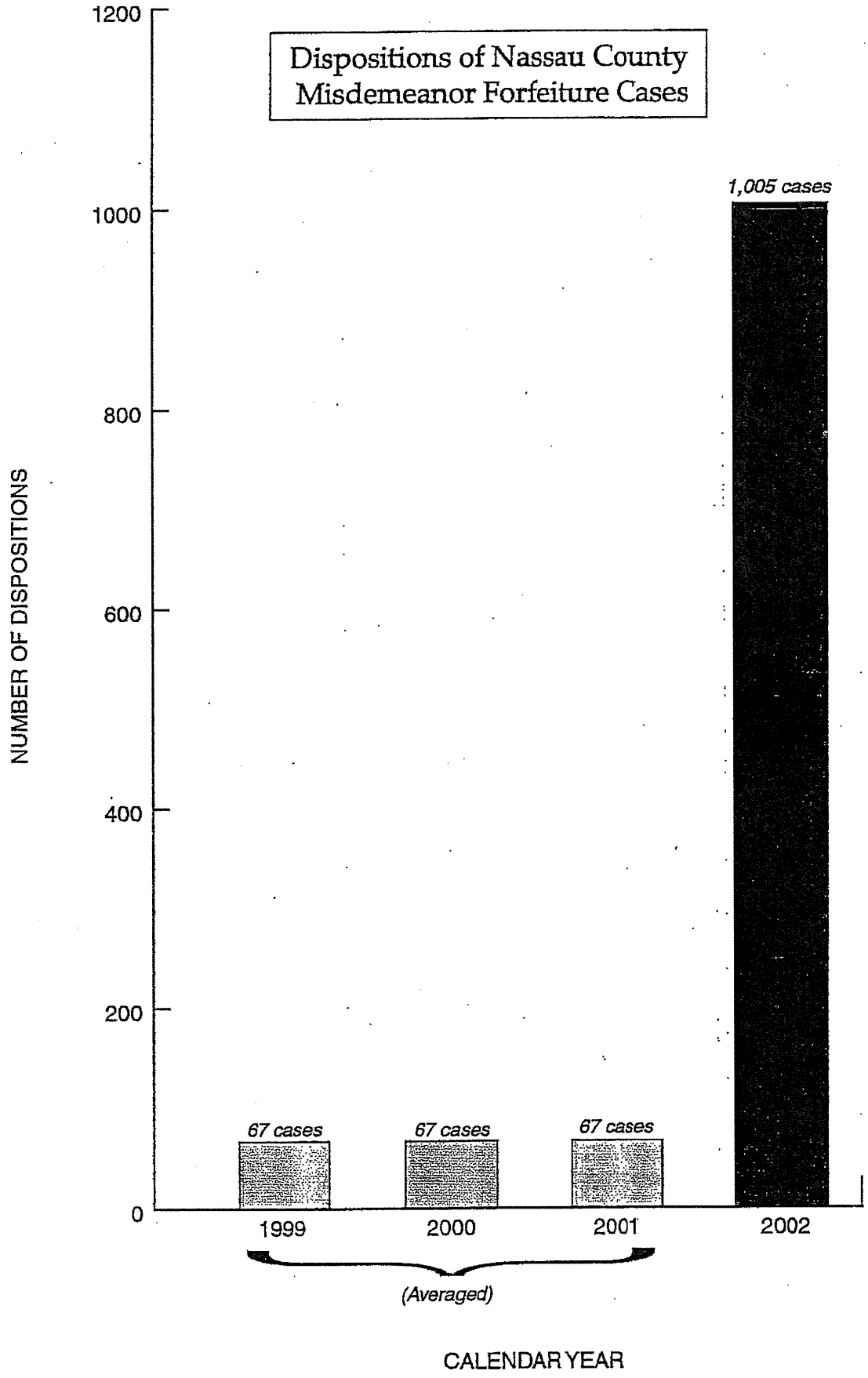
In disposing of over 1,000 of the County's forfeiture lawsuits, our success rate in obtaining judgments of forfeiture and/or other resolutions favorable to the County was over ninety-nine (99%) percent.

This 99% success rate included three hundred and fifty (350) cases in which the County was legally in default at the time my firm was retained. We ultimately prevailed and obtained judgments of forfeiture in 342 out of those 350 cases.

Moreover, within the context of these lawsuits, formidable legal assaults upon the County's DWI seizure program were launched by defendants which included, but were not limited to, GMAC (General Motors Acceptance Corporation), Ford, Nissan, Honda, and BMW. My firm was successful in defeating each and every one of these legal attacks.

In addition to the more than 1,000 cases and cars disposed of, my firm has drafted and filed hundreds of motions seeking summary judgment, default judgments, orders of attachment and stays, within the remaining cases which currently remain pending.

We have also obtained judgments of forfeiture and/or vehicle titles in an additional 100-150 cases and we are working in cooperation with the Nassau County Police Department to bring the respective vehicles to auction. The next auction has been scheduled for January 21, 2003.


Dispositions of Nassau County
Misdemeanor Forfeiture Cases
NUMBER OF DISPOSITIONS
1200
1000
800
600
400
200
0
1,005 cases
67 cases
67 cases
67 cases
1999
2000
2001
2002
(Averaged)
CALENDAR YEAR
Cases being prosecuted by Nassau County
Cases being prosecuted by Andrew J. Campanelli, P.C.

II. Increase of Revenues Generated by the DWI Seizure Program

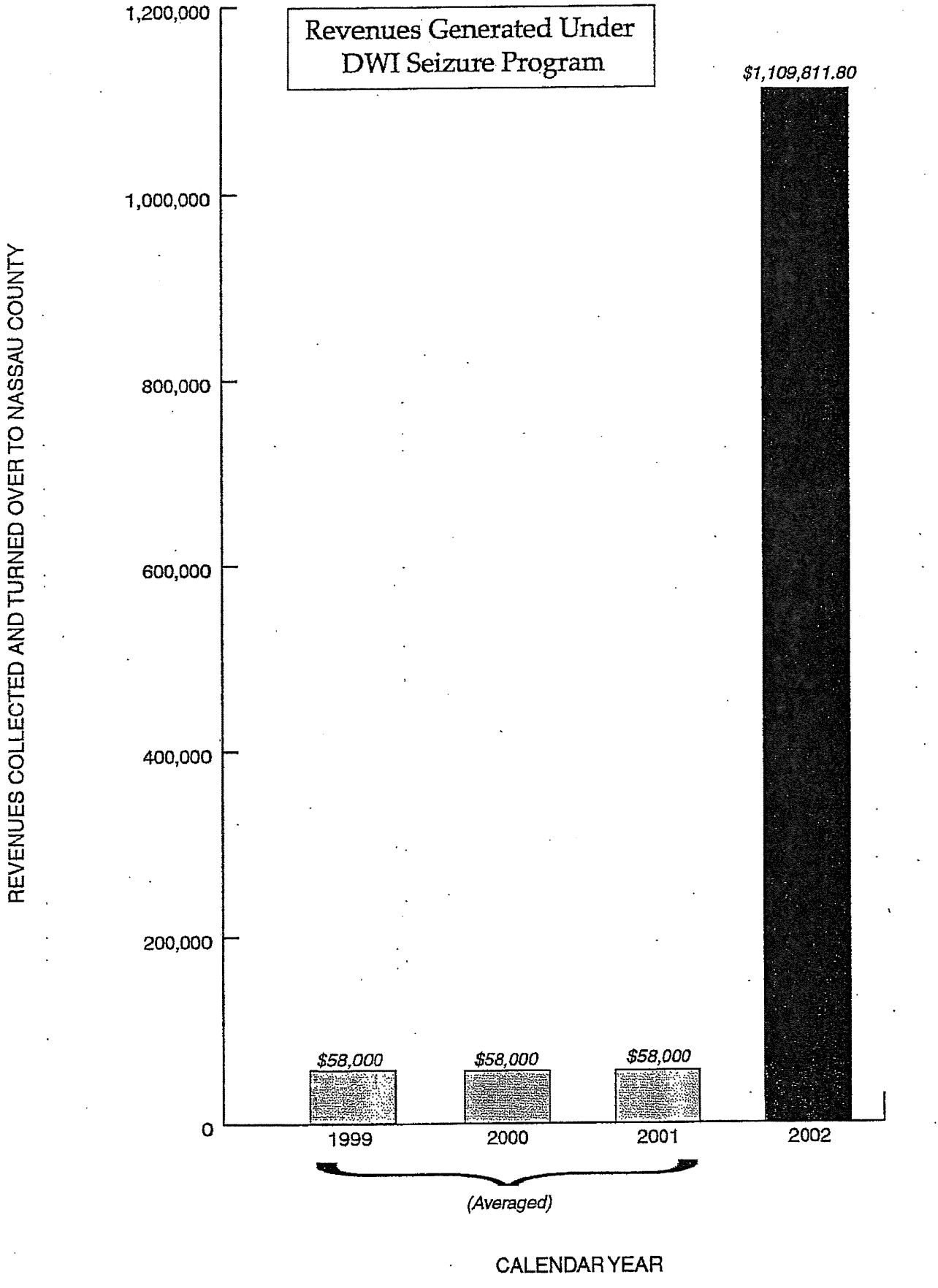
Although the primary goal of the DWI seizure program is to reduce the number of DWI offenses being committed within the County and thereby increase public safety,[1] I have employed my best efforts to not only prosecute Nassau County's civil forfeiture cases expeditiously, but also in a manner which would maximize any concomitant financial benefits which the County might realize under the program.

In this, my first year of handling the County's forfeiture program, I have increased the revenues generated under the program by one thousand eight hundred (1,800%) percent and I have collected and turned over to the County monies totaling in excess of one million one hundred thousand ($1,100,000.00) dollars.

The graph provided on the following page is emblematic of the dramatic improvement achieved within my first year managing the program as compared to the three years during which the program was managed by the County.

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[1] A goal which has been achieved by the program which has been credited with reducing the number of DWI offenses within the County by 36% and the number of DWI accidents within the County by 26%.


Revenues Generated Under
DWI Seizure Program
REVENUES COLLECTED AND TURNED OVER TO NASSAU COUNTY
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
$58,000
$58,000
$58,000
$1,109,811.80
1999
2000
2001
2002
(Averaged)
CALENDAR YEAR
Revenues generated while cases were being prosecuted by Nassau County
Revenues generated while cases were being prosecuted by Andrew J. Campanelli, P.C.

III. Increased Sales Prices Realized For Cars Sold Under The Program

As of the date my firm was substituted as Counsel for the County within these cases, the County was realizing an average sales price of approximately $583.00 per vehicle for those vehicles which had been sold under the seizure program. Under the circumstances, one of my goals was to undertake whatever efforts might be necessary to increase the average sales price obtained in the sale of these vehicles.

In addition to retaining the services of a professional auctioneer (at my expense), I implemented aggressive marketing efforts to increase awareness of the auctions, increase auction attendance and thereby realize greater sales prices at auction.

To supplement the standard auction legal notice which we are required to publish by law, we immediately began publishing advertisements regarding the auctions in publications traditionally oriented exclusively to sales of used automobiles and other properties (*e.g. The Buylines et al.*).

In addition, my auctioneer and I set-up and currently maintain two internet web sites through which interested persons can obtain auction information including the date, time and location of each auction, driving directions and terms of payment/sale. We also upload an inventory of the particular vehicles which are to be offered at the auction and provide the year, make, model, VIN number, mileage and current photographs of each vehicle to be sold, generally within 5 to 7 days before the date of each respective auction. [2]

Each person who has registered at any previous County auction is automatically notified of the next auction by e-mail, or by as many as 3,000 post cards which are mailed out for each auction. Finally, I file and/or post notices of the auction upon the community events calendars in local town newspapers such as those published by *Anton Newspapers* and *The Herald*, and on as many as ten Long Island based web sites which provide public information and calendars of events occurring within the Long Island Community.

As a result of these cumulative efforts, at my last auction on December 10, 2002, there were over 600 potential bidders in attendance and the average per-car sales price was increased by approximately two hundred fifty (250%) percent.[3]

---

[2] At my December 10, 2002 auction, my staff offered free "2003 daily planners" which bore the address of the web site upon which I personally post the above-referenced auction information. Over 400 attendees of this auction requested and were provided with one of these daily planners. The cost of the daily planners, (approximately $1,000.00) was borne at my expense rather than at the expense of the County.

[3] Excluding salvage or "totaled" vehicles.

IV Reduction of Costs Being Incurred by the County under the Program

As of the date my firm was substituted as Counsel for the County within these cases, the County was incurring storage expenses well in excess of $1,000.00 per day, for the storage of DWI seized vehicles.

By virtue of my firm's rapid disposition of the County's cases, and herculean efforts by the Nassau County Police Department Asset Forfeiture Bureau and Property Clerk, which moved as many as 700 vehicles to the County's auction site for sale, and additionally relocated as many as 600 additional DWI seized vehicles from private lots to property which the County currently occupies cost-free, these storage costs have been reduced by ninety (90%) percent, to approximately $100.00 per day.

V Increased Legal Challenges

Notwithstanding all of the success we achieved this year with regard to alleviating the County's DWI case backlog, and improving the process by which these cases are prosecuted, the prosecution of the County's forfeiture cases has presented an ever increasing challenge.

Legal attacks upon the County's DWI seizure program have increased in both intensity and complexity, thereby presenting a theater of unrelenting legal battles launched against the program. Addressing these challenges requires the devotion of constant resources and ever increasing efforts to defend the program and its continued implementation.

As of the date of this report, numerous constitutional attacks have been asserted and simultaneously remain pending before the New York State Supreme Court, Nassau County, The Supreme Court, Appellate Division, Second Department, and the United States District Court, E.D.N.Y (Central Islip). If any of these defendants[4] were to prevail within their respective challenge, the County's entire forfeiture program could be "voided" by a single judicial determination.

To minimize the likelihood of such an event, we have, in agreement with the Police Department and the Office of the County Attorney, implemented new procedural safeguards to afford DWI defendants a level of "due process" intended to insulate the County's seizure program against successful constitutional challenges.

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[4] Or plaintiffs who have commenced actions *against* the County as a result of the seizure of their respective motor vehicle.

As a result of these implementations, however, the burdens presented in the prosecution of Nassau County's DWI civil forfeiture cases have been increased significantly.

As a result of recent forfeiture cases which include Krimstock v. Kelly,[5] County of Nassau v. Bigler,[6] and Lashuk v. County of Nassau,[7] we have been constrained to implement a procedure by which defendants whose cars have been seized incident to a DWI arrest may raise an immediate challenge to the County's continued retention of their vehicle.

This mechanism enables a defendant to challenge the County's continued retention of their motor vehicle by merely mailing a demand for the return of their vehicle to the Nassau County Police Department.

In the event that they do so, the County is legally required to make an application to the Supreme Court, Nassau County, for provisional relief in the form of an order of attachment which authorizes the County to retain possession of the respective vehicle while the civil forfeiture action remains pending.

Since this mechanism has been implemented, the number of demands received, and responsive motions being drafted and filed by my firm, has begun to increase exponentially.

While my firm possesses the resources to keep pace with the demands, the burden of deciding these motions for provisional relief falls upon the Judge to whom all of these cases have been assigned, as well as his staff, who are already burdened beyond the Court's reasonable capacity.

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[5] Krimstock v. Kelly, 2002 U.S. App. Lexis 19182.

[6] County of Nassau v. Bigler, Supreme Court, Nassau County 99-025915 (November 13, 2001 Hon. Robert Roberto Jr.).

[7] Lashuk v. County of Nassau, Supreme Court, Nassau County 02-013272 (December 17, 2002 Hon. Robert Roberto Jr.).

Conclusion

As reflected within this year-end report, my firm has achieved remarkable success in addressing the County's forfeiture case backlog, prosecuting the County's cases efficiently and successfully, and defending the entire DWI seizure program from continuous legal attacks.

Notwithstanding the positive achievements reflected within this report, however, significantly more work remains to be done. As of the date of this report, there remains a total of 1,542[8] open forfeiture actions which my firm continues to prosecute as Special Counsel to the County.

I fully expect that the continued prosecution of these, and any future cases, will be subjected to the increased legal challenges described herein.

It is my intent to ensure that the progress and success I have achieved in prosecuting the County's forfeiture cases during the 2002 year is not hindered by these developments, and that continued improvements are realized in the 2003 year and beyond.

Respectfully submitted

Andrew J. Campanelli, President
ANDREW J. CAMPANELLI, P.C.
310 Old Country Road, Suite 103
Garden City, New York 11530
(516) 746-2678

[8] Nearly two hundred (200) of these new cases were referred to my office in November and December alone.

Business History Form
Supplement
Campanelli & Associates, P.C.

Section A

i) *Date of Formation;*

Campanelli & Associates, P.C. was formed on October 30, 1997, as the successor in interest to a law firm established by Andrew J. Campanelli, which has been operating since 1995.

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

The sole Officer, Director, Shareholder and person holding a financial interest in the firm is Andrew J. Campanelli.

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

Andrew J. Campanelli
President and sole Officer and Director
9 Brompton Road
Merrick, NY 11566

iv) *State of Incorporation;*

New York

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

Five (5) full time
Part time employees vary from season to season

vi) *Annual Revenue;*

2018 annual revenue totaled six hundred forty five thousand one hundred thirty nine ($645,139.00) dollars. - **CONFIDENTIAL**

vii) *Summary of relevant accomplishments;*

The principal of Campanelli & Associates, P.C., Andrew J. Campanelli first contracted to handle all of Nassau County's misdemeanor DWI forfeiture cases in 2001.
In his first year of handling such cases, he increased the rate of dispositions of the County's forfeiture cases by one thousand five hundred (1,500%) percent, and increased the revenue being generated by the program by one thousand eight hundred (1,800%)
He prevailed in 99% of the cases he handled for the County, and collected in excess of one million dollars ($1,000,000.00) for the County. *See* Appendix M - the 2002 year-end progress report annexed hereto at pages 4 and 6.

In 2014, the County again hired Mr. Campanelli's firm to handle the prosecution of more six hundred 600 vehicle forfeiture cases annually.
Once again, his firm has operated the County's DWI vehicle seizure program in a successful and extremely efficient manner.
From 2014 through the present, the firm has handled more than four thousand eight under civil forfeiture cases for the County, with a success rate of approximately ninety nine point nine (99.9%) percent and generating and/or collecting revenues and assets in excess of one million ($1,000,000.00) dollars annually.

To date, Mr. Campanelli and his firm have handled the *prosecution of* more than 7,000 DWI vehicle forfeiture cases for the County, with a success rate in excess of ninety nine (99%) percent.[1]

In doing so, our firm has also filed as many as three thousand (3,000) motions, defended as many as one thousand motions and cross-motions, and has prevailed within such motion practice with a success rate in excess of ninety-nine (99%) percent.

Finally, the firm has also defended any counterclaims which defendants have interposed against the County within such actions, and the firm's success rate in defeating such counterclaims was one hundred (100%) percent.

Moreover, in successfully defeating such counterclaims against the County, the firm provided its services to successfully defend the County against such counterclaims, free of charge to the County.

[1] For purposes of this disclosure, the *prosecution* "success rate" refers to cases which were successfully resolved in favor of the County, meaning that either: (a) the subject vehicle was forfeiture to the County, (b) in the case of a leased or liened vehicle, the County forced the vehicle to go back to the leasing or finance company, which paid all of the County's expenses, or (c) the County obtained some other favorable resolution (such as the vehicle went back to an innocent owner who not only contracted that they would never again permit the drunk driver to operate their vehicle, but who also paid all of the County's expenses).

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

Firm Principal, Andrew J. Campanelli, is licensed to practice law within the States of New York and Connecticut.

He is admitted (i.e. licensed) to practice within the following jurisdictions and Courts:

United States Supreme Court

United States Court of International Trade

United States Court of Appeals for the First Circuit
United States Court of Appeals for the Second Circuit
United States Court of Appeals for the Fifth Circuit
United States Court of Appeals for the Sixth Circuit
United States Court of Appeals for the Seventh Circuit
United States Court of Appeals for the Eighth Circuit
United States Court of Appeals for the Ninth Circuit
United States Court of Appeals for the Eleventh Circuit
United States Court of Appeals for the Federal Circuit

United States District Court, Eastern District of Arkansas
United States District Court, Western District of Arkansas
United States District Court, District of Colorado
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois
United States District Court, Southern District of Illinois
United States District Court, District of Nebraska
United States District Court, Northern District of New York
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Western District of New York
United States District Court, District of North Dakota
United States District Court, Eastern District of Wisconsin

State of New York
State of Connecticut

Note: *Pro Hac **Vice*** **Admissions** (admissions in other States) are not listed.

Section B.

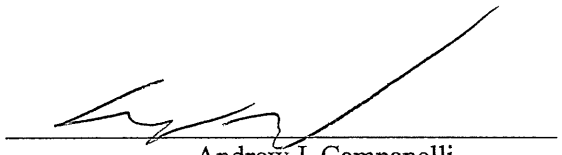
Indicate the number of years in business.

Twenty (24) four.

Section C.

Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services,

Please see response A (vii) and the 2002 Year-End Summary and Final Progress Report annexed hereto as Appendix M.



Andrew J. Campanelli

COUNTY OF NASSAU

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

1. Name of the Entity: CAMPANELLI & ASSOCIATES, P.C.

Address: 1757 MERRICK AVE STE 204

City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

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

3. Type of Business: Closely Held Corp (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):

1 File(s) uploaded: Consultants Contractors and Vendors Disclosure Form.pdf

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.
If none, explain.

1 File(s) uploaded: Consultants Contractors and Vendors Disclosure Form.pdf

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

[redacted]

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

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

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.

Electronically signed and certified at the date and time indicated by:
Andrew Campanelli [AJC@CAMPANELLIPC.COM]

Dated: 01/13/2026 01:01:11 pm

Title: President

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

COUNTY OF NASSAU

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

1. Name of the Entity: CAMPANELLI & ASSOCIATES, P.C.

Address: 1757 MERRICK AVE STE 204

City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

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

3. Type of Business: Closely Held Corp (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):

Andrew J. Campanelli [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Andrew J. Campanelli [redacted]

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

1757 Merrick Avenue, Suite 204

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

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

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.

Electronically signed and certified at the date and time indicated by:
Andrew Campanelli [AJC@CAMPANELLIPC.COM]

Dated: 01/13/2026 10:09:41 am

Title: President

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

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Campanelli & Associates, P.C.**, with an office located at 1757 Merrick Avenue, Suite 204, Merrick, New York 11566 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services;

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

1. Term. This Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by Counsel under this Agreement shall consist of representing Nassau County in connection with vehicle forfeiture proceedings pursuant to Section 8-7.0 of the Nassau County Administrative Code (the "Services"). Counsel shall prosecute civil forfeiture cases and/or matters which the County elects to pursue. Such Services provided by Counsel under this Agreement shall include, but not be limited to:

(i) Drafting summons and complaints;
(ii) Motion practice;
(iii) Make court appearances;
(iv) Draft and file pleadings;
(v) Pursue discovery;
(vi) Negotiate settlements, subject to County Attorney approval;
(vii) At the request of the County, coordinate with an auctioneer to auction any vehicles that have been obtained by Counsel through a forfeiture proceeding;
(viii) Provide legal services reasonably required to fully represent the County in vehicle forfeiture proceedings as may be requested by the Department. All of Counsel's services will end in each case once a judgment of forfeiture and/or monetary judgment is obtained in each respective case. Counsel shall have no obligation to pursue or defend any appeals, nor to undertake any efforts to collect upon or enforce any judgments, nor to pursue any claims in replevin, or actions to pursue recovery of a vehicle, physical possession of which has been released by the County or was never obtained by the County.
(ix) To the extent that defendants file counterclaims against the County in forfeiture actions which have been commenced by Counsel in the New York State

Supreme Court, Nassau County, Counsel will defend the County within such actions, at no additional cost to the County, subject to the following: Counsel will defend counterclaims within forfeiture actions if, and to the extent that, they are related to the County's forfeiture claim and/or the County's seizure and/or retention of a vehicle which is the subject of the County's forfeiture action. Counsel's obligation to defend counterclaims shall not extend to any other matters, nor to any other courts or venues other than the Supreme Court, in Nassau County. In the event that a case is removed to another court, or a case is joined with another case or cases, Counsel's obligation to defend any such action or actions shall terminate. If, for any reason, Counsel is disqualified from defending the County in a counterclaim, any and all obligations of Counsel to defend such counterclaim or to bear any expense for same shall terminate. Counsel shall have no obligation to pursue or defend any appeals regarding or concerning any such counterclaims.

(b) The County Attorney, of their designee, shall retain the authority to:

(i) Determine what forfeiture actions will be pursued, commenced, discontinued, and/or settled;
(ii) Determine what settlement terms the County may choose to accept, not accept, or renegotiate;
(iii) Determine whether forfeited vehicles will be auctioned or retained for use by the County;
(iv) Communicate directly with defendants in forfeiture actions, or their counsel.

(c) To facilitate Counsel's prosecution of civil forfeiture actions under this Agreement, the County shall employ reasonable efforts to fulfill the following functions in conjunction with the prosecution of such cases and the sale of forfeiture vehicles: the County shall cause the Nassau County Police Department to serve DWI arrestees with a seizure notice at the time of their arrest, obtain DMV title abstracts to ascertain the identities of all parties possessing interests in seized vehicles, serve notices of seizure upon such parties, obtain certificates of disposition in the underlying DWI cases, arrange for the Supreme Court, Nassau County, to cause the scheduling of prompt retention hearings (i.e., *Krimstock* hearings in those cases within which the County opts to retain continuing possession of seized vehicles), and serve title transfer orders obtained from the Supreme Court, to cause the New York State Department of Motor Vehicles to issue new vehicle titles to the County. To the extent that *Krimstock* hearings are conducted, the County shall produce for such hearings any records and/or employees of the Police Department whose testimony is necessary for the County to prevail at such hearings. The County shall also arrange for the storage and/or transport of seized vehicles, shall choose and provide a location or locations to serve as auction sites at which the vehicles will be sold, shall publish all auction notices required by law, and shall maintain exclusive possession and control of all such auction sites and vehicles.

3. Payment. (a) Amount of Consideration. (1) Counsel shall be paid on a contingency fee basis. Subject to the approval of the Court, if necessary, for amounts or assets recovered through settlement, trial, judgment, or other judicial determination on the merits, Counsel shall be compensated on a contingency fee basis under which Counsel shall receive attorneys' fees based on Thirty-three and One-Third Percent (33 1/3%) of the total gross recovery.

(2) If the County decides to retain title to a forfeited vehicle and not send for auction, Counsel shall be entitled to Thirty-three and One-Third Percent (33 1/3%) of the fair market value of the vehicle, as listed in the *Kelly Blue Book*. Such payment shall be collected by Counsel as described

under Section 3(b) of this Agreement.

(3) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Recordkeeping, Reporting Requirements. Notwithstanding the requirements outline in Section 14 of this Agreement, Counsel shall file with the County a certified monthly report which shall include a complete accounting of all monies collected (the "Monthly Report"). Simultaneous with the filing of the Monthly Report, Counsel shall remit, by check, the County's share of monies collected, provided that the checks by which funds received by Counsel have cleared, minus any payment owed to Counsel for the fair market value of vehicles which the County desires to retain title. Counsel shall retain all monies collected in an escrow account until the County reviews and approves the Monthly Report. The Monthly Report shall be reviewed, and if determined to be accurate, approved by the County within a reasonable time. Counsel shall also provide quarterly progress reports (the "Quarterly Report") which shall contain a summary of Counsel's activity for the three (3) month period immediately preceding each such Quarterly Report. Such Monthly Report and Quarterly Report shall either be mailed or hand-delivered to such person designated by the Department.

(c) Timing of Payment Claims. Counsel shall submit its claim no later than three (3) months following the County's receipt of the services that are the subject of the claim, or within three (3) months following the County's receipt of monies collected from a case handled by Counsel for which the County or Department provides notice of same to Counsel, whichever is later, and no more frequently than once a month.

(d) Expenses and Disbursement. Counsel shall be responsible for all costs and expenses incurred in its prosecution of forfeiture cases under this Agreement, except for process service fees, which shall be an expense incurred by the County through a separate process service contract with the County. Such costs and expenses that Counsel shall be responsible for under this Agreement include, but are not limited to: photocopying; travel; postage; and office stationary.

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

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

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

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

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, Counsel shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Counsel on behalf

of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Counsel shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Ownership of Records. (a) All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

(b) Counsel retains all right, title and interest in any pre-existing Counsel property or work. Such Counsel property includes the following: (i) any software program, process, documentation, reports, data, or other material owned, generated, or distributed by Counsel prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall

cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities directly arising out of the negligence or willful misconduct in the course of providing the Services under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all

deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

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

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this

Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Payments to Counsel Upon Termination Without Cause. If the County elects to terminate Counsel without Cause, the County shall have the option to:

(i) Cease the referral of new cases to Counsel, but direct Counsel to pursue to conclusion all of the cases which are then pending at the time of such termination. If the County elects this option, Counsel shall be entitled to the 33 1/3% fee as described above, subject to the conditions described in this Agreement; or

(ii) Cease the referral of new cases to Counsel and cease Counsel's Services in all pending cases. If the County elects this option, the County shall pay Counsel for the Services rendered in each case up to the point of termination but not yet entitled to the 33 1/3% fee. Payment shall be subject to an amendment to this Agreement setting forth a good faith negotiation and agreement to the reasonable value of the work and an encumbrance of funds to pay for such Services.

14. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

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

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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 hereto have executed this Agreement of the dates appearing below their respective signatures.

CAMPANELLI & ASSOCIATES, P.C.

By: _____

Name: Andrew Campanelli

Title: President

Date: 9/22/2020

NASSAU COUNTY

By: _____

Name: Jared A. Kasschau
Title: County Attorney

Date: 10/22/2020

NASSAU COUNTY

By: Helena Williams

Name: Helena Williams
Title: County Executive
☐ Deputy County Executive

Date: March 23, 2021

PLEASE EXECUTE IN BLUE INK

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

On the 22nd day of September in the year 2020 before me personally came Andrew Campanelli 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 Campanelli & Associates, PC, 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

KAITLIN M. KENNEDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6400454
Qualified in Suffolk County
Commission Expires November 18, 2023

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

On the 22nd day of October in the year 2020 before me personally came **Jared A. Kasschau** 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 **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

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

On the 23 day of March in the year 2021 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and ~~which executed~~ the above instrument; and that he or she signed his or her name thereto pursuant to Section 208 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2021
COMMISSIONED IN NASS COUNTY

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond

to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

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

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

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

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Andrew Campanelli
_____ (Name)

9 Brompton Road merrick NY 11566
_____ (Address)

(516) 377-6678
_____ (Telephone Number)

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

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

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

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

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

9/22/2020
Dated

Signature of Chief Executive Officer

Andrew Campanelli
Name of Chief Executive Officer

Sworn to before me this

22 day of September, 2020

Notary Public

KAITLIN M. KENNEDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6400454
Qualified in Suffolk County
Commission Expires November 18, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2026

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	CONTACT NAME:	
GLN WORLDWIDE LTD 235 MAMARONECK AVE WHITE PLAINS, NY 10605 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
INSURED CAMPANELLI AND ASSOCIATES,P.C. 1757 MERRICK AVE, STE 204 MERRICK, NY 11566	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 326993613461210 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		680-9655B72A-25	08/19/2025	08/19/2026	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							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)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED PER FORM BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED. RE: LEGAL SERVICES FOR THE COUNTY OF NASSAU ARE PROVIDED BY THE INSURED AT THE INSURED'S ADDRESS.

CERTIFICATE HOLDER

COUNTY OF NASSAU
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

Renan M. Beltran

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

CAMPANELLI & ASSOCIATES, P.C.
1757 MERRICK AVE,SUITE 204
MERRICK, NY 11566

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number

[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LNY601387000

3c. Policy effective period

07/01/2025 to 06/30/2026

4. Policy provides the following benefits:

- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 01-13-2026 By Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO – ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2026

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 Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	**CONTACT NAME:** Gallagher Client Service Team **PHONE (A/C, No, Ext):** 833-391-6524 **FAX (A/C, No):** **E-MAIL ADDRESS:** SelectClientService@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Medmarc Casualty Insurance Company / 22241
INSURED CAMP&AS-02 Campanelli & Associates, P.C. 1757 Merrick Avenue Suite 204 Merrick NY 11566	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 741117352 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			26MCNY000015	1/21/2026	1/21/2027	Occurrence Aggregate Deductible	$1,000,000 $1,000,000 $2,500

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

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola NY 11501
USA

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2025

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 SUBROGATIONIS 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 COTGREAVE INSURANCE AGENCY INC 12120745 558 PORTION ROAD RONKONKOMA NY 11779	CONTACT NAME: PHONE (A/C, No, Ext): (631) 981-5400 FAX (A/C, No): (631) 981-5448 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC#
	INSURER A : Property and Casualty Insurance Company of Hartford — 34690
INSURED CAMPANELLI & ASSOCIATES P. 1757 MERRICK AVE STE 204 MERRICK NY 11566-2717	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12 WEC CY4193	08/01/2025	08/01/2026	X PER STATUTE / 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

County of Nassau
1 WEST ST
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

Susan L. Castaneda

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001398 2/2

Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (use street address only) CAMPANELLI & ASSOCIATES P.C. 1757 MERRICK AVE STE 204 MERRICK NY 11566 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1 WEST ST MINEOLA NY 11501	3a. Name of Insurance Carrier Property and Casualty Insurance Company of Hartford 34690 3b. Policy Number of Entity Listed in Box "1a": 12 WEC CY4193 3c. Policy effective period: 08/01/2025 to 08/01/2026 3d. The Proprietor, Partners or Executive Officers are [X] Included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Sara Seler
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 07/03/2025
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

001269 3/5

Certified: --

E-68-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MAY 26, 2026
4:12 PM

NIFS ID: CQTV26000003

Capital:

Contract ID #: **CQTV26000003**

NIFS Entry Date: **04/16/2026**

Department: Traffic & Parking Violations

Service: **JUDICIAL HEARING OFFICER**

Term: from **06/01/2026** to **05/31/2031**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Law Offices of Alan J. Schwartz, P.C.**	ID#:**263952334**
Main Address: **840 Franklin AvenueGarden City, NY 11530**	
Main Contact: **Riva Schwartz**	
Main Phone: **(516) 248-6311**	

Department:
Contact Name: **David Rich**
Address: **801 Axinn Ave, Garden City, NY 11531**
Phone: **(516) 572-7154**
Email: **drich@nassaucountyny.gov**

Contract Summary

Purpose: Judicial Hearing Officer

Procurement History: The JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.

Description of General Provisions: As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690, TPVA submitted to the Nassau County Administrative Judge, for approval to serve as Judicial Hearing Officer. The Administrative Judge has granted the Administrative Order effective June 1, 2026.

Impact on Funding / Price Analysis: $200,000.00 Total Amount. $40,000.00 is being encumbered at this time.

Change in Contract from Prior Procurement: No change.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: TV0123-2648

Advertised On: 01/23/2026

Advertised In: Bid Board, Official Newspaper, Other Outreach to various Bar associations.

Proposals Due On: 02/27/2026

Number of proposals received: 4

Evaluation Committee members: No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge, approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ 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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	TVGEN1000	DE500	TVGEN1000 DE500	01	$40,000.00
						TOTAL		**$40,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$40,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$40,000.00**

Routing Slip

Department			
NIFS Entry	David Rich	04/30/2026 11:52AM	Approved
NIFS Final Approval	David Rich	04/30/2026 01:18PM	Approved
Final Approval	David Rich	04/30/2026 01:18PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	05/04/2026 12:44PM	Approved
RE & Insurance Verification	Kemely Weiss	05/04/2026 12:44PM	Approved
NIFS Approval	Mary Nori	05/05/2026 04:32PM	Approved
Final Approval	Mary Nori	05/05/2026 04:32PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	04/30/2026 01:32PM	Approved
NIFA Approval	Irfan Qureshi	05/04/2026 03:18PM	Approved
Final Approval	Irfan Qureshi	05/04/2026 03:18PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/06/2026 11:06AM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 03:47PM	Approved
Vertical DCE Approval	Arthur Walsh	05/26/2026 06:54AM	Approved
Final Approval	Arthur Walsh	05/26/2026 06:54AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/26/2026 03:50PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND ALAN J. SCWARTZ.

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

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Alan J. Schwartz.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 801 Axinn Avenue, Garden City, New York 11530 (the "Department"), and Alan J. Schwartz, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

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

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

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

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

1) **Term.**

This Agreement shall commence on June 1, 2026, and shall terminate on May 31, 2031 (the "Term"), unless sooner terminated as provided for herein.

2) **Services.**

The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) (the services described herein, the "Services") shall consist of hearing parking and traffic violations under NYS VTL as well as local municipality ordinances, NYS Transportation law violations and NYS Highway Use Tax cases, the same manner as a court. The Contractor shall, on an as needed basis:

- determine all questions of law;
- act as the exclusive trier of all issues of fact;
- render a verdict;
- impose sentence;
- dispose of the case in any manner provided by law.
- decide motions;

The Services to be provided by the Contractor under this Agreement (and pursuant to Titles 72 and 86 of the Miscellaneous Law of Nassau County) shall also consist of adjudicating notices of liability issued un the demonstration programs described under Titles 7 and 86 of the Miscellaneous Laws of Nassau County. The Contractor shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) determine liability; impose penalty; and/or (f) dispose of a matter in any manner provided by law.

All JHO's are expected to:

- Make fair and impartial rulings based on the evidence presented at the hearing.

- Examine witnesses and consider any evidence offered by a witness or defendant.
- Issue orders following traffic and parking hearings finding the defendant guilty or not guilty.
- Issue orders following Photo Enforcement hearings finding the responsible party liable or not liable.
- If defendant is found liable or pleads guilty, assess the applicable fines, surcharges, and administrative penalties and fees for each violation and notify the defendant of the right to appeal.
- Have the ability to administer oaths.
- Have the ability to accept admissions and to hear and determine guilt or liability
- Review and decide motions before the TPVA Court.
- Prepare written decisions that include a summary and analysis of evidentiary and legal issues.

JHO's Must Have Knowledge of:

- Legal principles and methodology, and;
- Rules of Evidence and Procedure, and;
- New York State Vehicle and Traffic Law (VTL)
- Criminal Procedure Law ("CPL") of the State of New York
- New York Civil Practice Law and Rules ("CPLR")
- Nassau County Local Law 12-2009
- New York State Transportation Law
- New York State Tax Law – Tax § 1815 Highway use and fuel use taxes

Typical JHO Tasks

Conducts hearings and trials, applies the appropriate rules of evidence and procedure consistent with the VTL, and other applicable statutes, local laws of the County, and applicable County and Town codes.

Compensation:

Full day Session	$400.00 per session	7 hours plus 1-hour lunch
Half-Day Session	$200.00 per session	3.5 hours
Evening Session	$200.00 per session	3 hours
Hourly	$57.14 per hour	For those that don't work a full session

TPVA is open to the public for Court from 8:00am to 4:30pm, Monday through Friday. A JHO may be assigned to an eight (8) hour session (full-day) or a three and one half (3 ½) hour session (half-day) during those hours. TPVA is currently open two (2) evening sessions per month. Evening Sessions are currently from 5:30pm through 8:30pm. A JHO may be assigned to a three (3) hour evening session during those hours. In the event that a JHO is unable to work a full session, advanced notice must be provided, and the JHO will be compensated at an hourly basis. It is possible that additional evening sessions and/or Saturday sessions will be added in the future and that a JHO will be assigned to such

sessions. The operational hours are subject to change by the Executive Director of TPVA based upon the needs of the Agency.

Additional Information

Please note that under NYS VTL §1690 Judicial Hearing Officers are prohibited from appearing in any capacity other than as a judicial hearing officer in any part of the Nassau County or Suffolk County District Court on any matter relating to traffic or parking violations and are further prohibited from appearing in any capacity other than as a judicial hearing officer in any other court or administrative tribunal on any matter relating to traffic or parking violations.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Term, shall not exceed Two Hundred Thousand ($200,000.00) Dollars (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the Term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Forty Thousand ($40,000.00) Dollars. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

(f) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be

performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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

6) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

(a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
    i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.
(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the

following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent

disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

15) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable

attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

16) **Termination**.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services

described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

17) **Accounting Procedures; Records.**

(a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall

allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20) **Data Breach**:

(a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

(b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

(c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

(d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

21) **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.

22) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   (a) in writing to the above referenced addresses and in compliance with the below,
   (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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23) **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.

24) **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.

25) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-

2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

26) **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.

27) **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.

28) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

29) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

30) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

31) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

ALAN J. SCHWARTZ

By: _____

Name: _____

Title: _____

Date: 4/22/26

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 22nd day of APRIL in the year 2026 before me personally came PLANT SITE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that he ~~or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she~~ signed his or her name thereto ~~by authority of the board of directors of said corporation.~~

Janet Sokol
NOTARY PUBLIC

JANET SOKOL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6255664
Qualified In Nassau County
My Commission Expires February 06, 2028

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

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

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:
[redacted] (Name)
[redacted] (Address)
[redacted] (Telephone Number)

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

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

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

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

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

4/22/26

Dated

Signature of Chief Executive Officer

ALAN T. SCHWARTZ

Name of Chief Executive Officer

Approve date error correction

Sworn to before me this
22 day of APRIL, 2026.

Janet Sokol

Notary Public

JANET SOKOL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6235664
Qualified in Nassau County
My Commission Expires February 06, 2028

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Law Offices of Alan J. Schwartz, P.C.

2. Amount requiring NIFA approval: $200,000.00

Amount to be encumbered: $40,000.00

Slip Type: 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: 06/01/2026 to 05/31/2031
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

The Nassau County Traffic and Parking Violations Agency (TPVA) adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County. The County is authorized to hire Judicial Hearing Officers ("JHO") who meet the qualifications of New York State Vehicle and Traffic Law ("VTL") section 1690 to preside over those hearings as well as perform additional adjudicatory functions.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 05/04/2026

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.

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?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Riva Schwartz [redacted]

Dated: 03/03/2026 02:37:43 pm

Vendor: Law Offices of Alan J. Schwartz, P.C.

Title: Office Manager

Rev. 3-2016

Business History Form

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

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

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

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

Date: 03/03/2026

1) Proposer's Legal Name: Law Offices of Alan J. Schwartz, P.C.

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 83-713-4790

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

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

Should a conflict arise we shall contact Nassau County

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.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1992

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Hon. Alan J. Schwartz
[redacted]
Principal & Managing Attorney

iii) Name, address and position of all officers and directors of the company. If none, explain.

none - Alan J. Schwartz is the only person within the corporation

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

3

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Associate Village Justice of Centre Island
Associate Village Justice of Huntington Bay

viii) Copies of all state and local licenses and permits.

2 File(s) uploaded: PISTOLLICENSE AJS.pdf, RE License 2025-2027.pdf

B. Indicate number of years in business.

41

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

see resume attached

[redacted]

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 NCTPVA
Contact Person Hon. Paul Meli
Address [redacted]
City State/Province/Territory [redacted]

Country US
Telephone [redacted]
Fax #
E-Mail Address

Company Rubine & Rubine PLLC
Contact Person Hon. Robert Rubine
Address [redacted]
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

Company Law Offices of Steven R. Barnwell
Contact Person Hon. Steven Barnwell
Address [redacted]
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

I, Riva G. Schwartz , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Riva G. Schwartz , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Law Offices of Alan J. Schwartz, P.C.

Electronically signed and certified at the date and time indicated by:
Riva G. Schwartz [redacted]

Office Manager
Title

03/03/2026 05:06:02 pm
Date

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: Alan J. Schwartz
   Date of birth: [redacted]
   Home address:
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: LAW OFFICES OF ALAN J SCHWARTZ, PC
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country US
   Telephone: [redacted]

   Other present address(es):
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US
   Telephone: [redacted]

   List of other addresses and telephone numbers attached

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

President	01/01/1992	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, ALAN J. SCHWARTZ , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, ALAN J. SCHWARTZ , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Law Offices of Alan J. Schwartz, P.C.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Alan J. Schwartz [redacted]

Pricipal & Managing Attorney
Title

03/03/2026 03:27:38 pm
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Law Offices of Alan J. Schwartz, P.C.

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

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

3. Type of Business: Closely Held Corp (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):

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.
If none, explain.

Alan J. Schwartz, owner

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

none

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:
Law Offices of Alan J. Schwartz, P.C. [redacted]

Dated: 03/03/2026 02:47:40 pm

Title: Office Manager

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.

LAW OFFICES OF
ALAN J. SCHWARTZ, P.C.
A Professional Corporation
[redacted]

ALAN J. SCHWARTZ
Principal & Managing Attorney

Of Counsel
RANDY L. BRAUN
ADAM B. BAYROFF
RONA GURA
BONNIE S. HALBRIDGE
ANDREW LAMKIN
BRADLEY SIEGEL
JOSEPH GRASSO

RIVA G. SCHWARTZ
Office Manager

SAMANTHA SIMOES
Legal Assistant

By hand

March 10, 2026

Marc M. Mullen, General Counsel
Nassau County Traffic & Parking Violations Agency
801 Axinn Avenue
Garden City, New York 11530

Dear Marc,

Thank you for considering me as a potential Judicial Hearing Officer in the Nassau County Traffic & Parking Violations Agency.

Enclosed please find an original and copy of my resume, new Certificate of Good Standing, Appendix C, Appendix L, all 4 Nassau County Disclosures, along with proof of setting up the online account in the vender portal.

I am available to sit March 25th and March 27th this month for starters. Please let me know how far out you would like my availability thereafter, and if you require anything further at this point.

Thank you for your time and consideration. I look forward to working with you.

Respectfully yours,

LAW OFFICES OF ALAN J. SCHWARTZ, P.C.

Alan J. Schwartz
AJS:ss
enclosures
cc: Paul L. Meli [without enclosures]
[redacted]

ALAN J. SCHWARTZ, ESQ.

[redacted]

EDUCATION:

St. Johns University School of Law, Jamaica, New York
Juris Doctor, 1980

Hofstra University, Hempstead, New York
Bachelor of Arts, 1973. Magna Cum Laude with High Honors in English

BAR ADMISSIONS

State of New York, Appellate Division 2nd Department, 1981
United States District Court, Eastern District of New York, 1981
United States District, Southern District of New York, 1981
Supreme Court of the United States of America, 1985

EMPLOYMENT:

July, 2018 - Present
Centre Island Village Court
[redacted]
Associate Village Justice

September, 2025 - Present
Huntington Bay Village Court
[redacted]
Associate Village Justice

1985 - Present
Law Offices of Alan J. Schwartz, P.C.
[redacted]
Principal & Managing Attorney

- The Law Offices of Alan J. Schwartz, P.C. engages in the general practice of law, with a specific emphasis on all aspects of criminal defense and related matters [ranging from traffic violations, trucking violations, driving while intoxicated and related offenses, drug offenses, Fire Marshall matters, Board of Education Superintendent's Hearings and white collar crime, to all other violations, misdemeanors and felonies, from least to most serious, on the local, county, state and federal levels], residential real estate [representing buyers, sellers and lenders] and basic trusts

and estates [preparation of last will and testaments, durable power of attorneys, health care proxies and living wills].

1985-1992
Reda & Schwartz, Attorneys At Law
[redacted]
Managing Partner

- A full service, general practice law firm.

Nassau County Arbitration Office
[redacted]
Arbitrator & Chairman

1980-1985
Nassau County District Attorneys Office
[redacted]
Assistant District Attorney

- Practiced in the District Court Trial Bureau, Grand Jury Bureau and County Court Trial Bureau
- Member of the specialized Sex Crimes Unit of the District Attorney's Office, and served as a member of a select Criminal Justice Task Force with the New York State Division of Criminal Justice Services

ASSOCIATIONS & AWARDS:

- Chairman of the Board (former) and former President of the Jewish Lawyers Association of Nassau County, Inc
- Member & Board of Directors (former) of the Nassau County Bar Association
- Board of Directors and former president of the Accountant Attorney Networking Group [AANG]
- Member and Ambassador (former) of the Jewish Community Relations Council of Long Island [JCRC-LI]
- Executive Vice-President (former) of the Nassau County Police Reserves, Inc
- Board of Directors of AAPLE [American Academy For Professional Law Enforcement]
- Board of Directors (former) of the Garden City Chamber of Commerce
- Board of Directors & Counsel to the Melville Chamber of Commerce
- Vice-President of the Fraternal Order of Police, Lodge 69 (former)
- Nassau County Arbitrator
- Served on the faculties of St. John's University and the National Institute for Trial Advocacy
- Served as a Judge on the Polestino Trial Advocacy Institute, the St. John's University Law Invitational Mock Trial Tournament and Nassau County Bar Association National Civil Rights Trial Competition, and New York University Downtown Invitational Classic with the American Mock Trial Association
- Lectured in the Trial Techniques Program of the Hofstra University School of Law
- Board Member& Counsel (former), Long Island Fight For Charity
- Board Member (former) , Long Island Community Chest
- Board Member, (former),Long Island Board for the American Cancer Society
- Member, Suffolk County Bar Association

- Member, Former Assistant District Attorneys Association (FADAA)
- Member, Law Firm Managing Partners Group
- Member, Criminal Courts Bar Association of Nassau County
- Member (former), Theodore Roosevelt American Inn of Court
- Member & Board Member, New York State & Nassau County Magistrates Associations
- Secretary, Nassau County Magistrates Associations
- New York State Representative, Armed Citizens Legal Defense Network

[redacted]

Appellate Division of the Supreme Court
of the State of New York
Second Judicial Department

I, Darrell M. Joseph, Clerk of the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, do hereby certify that

Alan Jonathan Schwartz

was duly licensed and admitted to practice as an Attorney and Counselor at Law in all the courts of this State on **March 25, 1981,** *has duly taken and subscribed the oath of office prescribed by law, has been enrolled in the Roll of Attorneys and Counselors at Law on file in this office, is duly registered with the Office of Court Administration, and according to the records of this Court is currently in good standing as an Attorney and Counselor-at-Law.*

In Witness Whereof, I have hereunto set my hand in the City of Brooklyn on March 2, 2026.

Clerk of the Court

CertID-00277211

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

DEPARTMENTAL MEMO

FROM: **Hon. Paul L. Meli**
Executive Director, NCTPVA

DATE: **January 13, 2026**

SUBJECT: **Cost Estimate for 2026 JHO RFSQ**

A cost estimate is set at $40,000 per Judicial Hearing Officer (JHO) based upon historical costs. The County has set the JHO contract fee at $400 per full day session, $200 for half day session and $200 for an evening session. Total estimated amount for all JHO contracts is based upon the number of JHO's contracted with. TPVA utilizes between 3 and 4 hearings rooms per day, as well as 3 hearing rooms per evening when it conducts night court operations. Each hearing room needs to be staffed by a JHO. There are occasions where we have less hearing rooms operating and sometimes more hearing rooms operating. The role of a JHO contractor would be comparable to a part-time employee. There is no expectation for the contractors to work full time, as we rotate and staff the hearing rooms by rotating all eligible contractors. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

No committee meetings were convened with regard the selection of the following candidate, who has demonstrated that he meets the qualifications to serve as Judicial Hearing Officer set forth in NYS VTL §1690(1):

Hon. Alan J. Schwartz

Administrative Order effective June 1, 2026, by Hon. Vito M. DeStefano, Administrative Judge, Nassau County has hereby approved this Judge to serves as Judicial Hearing Officer in the Nassau County Traffic and Parking Violations Agency in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 372(2).

BAR ASSOCIATIONS

NASSAU COUNTY BAR ASSOCIATION
Elizabeth Post, Executive Director
Nassau County Bar Association
[redacted]

NASSAU COUNTY WOMENS BAR ASSOCIATION
Gail B. Saul, Esq. - President
Nassau County Women's Bar Association
[redacted]

JEWISH LAWYERS ASSOCIATION OF NASSAU COUNTY
Hon. Gary F. Knobel, Co-President
Daniella Pessah, Esq., Co-President
Jewish Lawyers Association of Nassau County
[redacted]

COLUMBIAN LAWYER'S ASSOCIATION OF NASSAU COUNTY
Rena Capicotto - Director of Operations
Columbian Lawyer's Association of Nassau County
[redacted]

CRIMINAL COURTS BAR ASSOCIATION OF NASSAU COUNTY
Christopher Graziano, Esq. - President
Criminal Courts Bar Association of Nassau County
[redacted]

LONG ISLAND HISPANIC BAR ASSOCIATION
Maribel Gomez, Esq. - President
Long Island Hispanic Bar Association
[redacted]

AMISTAD LONG ISLAND BLACK BAR ASSOCIATION
J. Stewart Moore, Esq. - Executive Director
Amistad Long Island Black Bar Association
[redacted]

AFFIDAVIT OF PUBLICATION

New York Post
1211 Avenue of the Americas, New York, NY 10036
(518) 730-4551

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of New York Post, a Daily newspaper of general circulation, printed and published in Nassau County, New York, designated by the County Clerk of Nassau County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Jan 23, 2026

Notice ID: 1Kmg5Wx0FwRLeqOZumbN

Notice Name: Public Notice

Publication Fee: $204.04

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH280383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/27/2026

S Smith
Notary Public

Notarized remotely online using communication technology via Proof.

NASSAU COUNTY
PUBLIC NOTICE

NASSAU COUNTY
TRAFFIC AND PARKING
VIOLATIONS AGENCY
REQUEST FOR STATEMENT OF QUALIFICATIONS
Re: Judicial Hearing Officer for Nassau County Traffic and Parking Violations Agency
RFSQ No. TV0123-2648

Nassau County, New York is currently seeking Statements of Qualifications submissions from qualified individuals and entities authorized to provide Judicial Hearing Officer Services in the State of New York as defined in NYS VTL section 1690.

Statements of Qualifications accepted from Friday, January 23, 2026 until Friday, February 27, 2026 by 4:00PM EST. The proposer shall submit the original Statement of Qualifications No electronic submissions will be accepted. A copy of the Request for Statements of Qualifications can be obtained at https://www.nassaucountyny.gov/1884/Purchasing. All Statements of Qualifications shall be submitted to the Nassau County Traffic and Parking Violations Agency, 801 Axinn Avenue, Garden City, NY 11530. Attention: Marc Mullen, Esq.

If you have any questions, please contact the proposal manager, Marc Mullen at 516-572-7153 or email to mmullen@nassaucountyny.gov

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR



NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

Inter-Departmental Memo

Per Robert Cleary and the Comptroller's Office "No Comptroller Form" needed.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

January 13, 2026

Mr. Kris Kalender President
Nassau Local 830 CSEA
[redacted]

Re. Proposed Contracts for Judicial Hearing Officer

Dear Mr. Kalender:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the TPVA is considering entering into contractual services with the multiple vendors. By providing this notice, it should not be implied that the work referenced in the contract has been the historic and exclusive work of bargaining unit members. In fact, the County maintains it has not been their work in the past. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

RFP Scope of Services: Partial Scope description below, see enclosed draft RFP for full description.

Nassau County, New York (the "County") is currently seeking Statements of Qualifications submissions from qualified individuals authorized to provide Judicial Hearing Officer Services in the State of New York.

The Nassau County Traffic and Parking Violations Agency ("TPVA") adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County.
Many of the motorist's visits result in hearings, adjudicated by three (3) or four (4) JHOs on a daily basis. Those candidates who demonstrate that they meet these statutory requirements will then be eligible for appointment as judicial hearing officers by the administrative judge for the 10th Judicial District pursuant to VTL Section 1690(1) and Section 350.20(5) of the Criminal Procedure Law. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

TPVA currently has nineteen (19) JHO executed contracts. TPVA attempts to maintain at least 25 JHO's available due to the varied schedules and availability and needs of the Court. This position is mandatory for the proper disposition of violations returnable to TPVA. The number of JHO's available is necessary to provide services to handle the volume of traffic at TPVA. The schedule for JHOs will be subject to change depending on needs of the Court.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss proposed alternatives to this contract, please do not hesitate to contact the undersigned and/or the Nassau County Office of Labor Relations.

Sincerely,

Hon. Paul L. Meli

Nassau County Traffic and Parking Violations Agency

encs. Proposed Contract/RFP
cc: Melissa Gallucci, Acting Director of Labor Relations

OFFICE OF THE ADMINISTRATIVE JUDGE
10th Judicial District - Nassau County

ADMINISTRATIVE ORDER

Pursuant to the authority vested in me by Section 1690(1) of the Vehicle and Traffic Law and Section 350.20(5) of the Criminal Procedure Law, I hereby approve and assign the following Village Justices and/or retired Judges to serve as Judicial Hearing Officers in the Nassau County Traffic and Parking Violation Agency towards its statutory purpose to assist the Nassau County District Court in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 371(2).

The term of this assignment is effective June 1, 2026.

Hon. Stephanie Kaufman
Hon. Christopher G. Quinn
Hon. Alan J. Schwartz
Hon. Douglas J. Lerose

Dated: March 17, 2026

Hon. Vito M. DeStefano
Administrative Judge, Nassau County

Certified: --

E-69-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MAY 26, 2026
4:10 PM

NIFS ID: CQTV26000002

Capital:

Contract ID #: **CQTV26000002**

NIFS Entry Date: **04/23/2026**

Department: Traffic & Parking Violations

Service: **JUDICIAL HEARING OFFICER**

Term: from **06/01/2026** to **05/31/2031**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Stephanie Kaufman**	ID#:**126463765**
Main Address: **1233 Beech Street, Unit 13 Atlantic Beach, NY 11509**	
Main Contact: **Stephanie Kaufman**	
Main Phone: **(516) 381-8979**	

Department:
Contact Name: **David Rich**
Address: **801 Axinn Ave, Garden City, NY 11531**
Phone: **(516) 572-7154**
Email: **drich@nassaucountyny.gov**

Contract Summary

Purpose: Judicial Hearing Officer

Procurement History: The JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.

Description of General Provisions: As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690, TPVA submitted to the Nassau County Administrative Judge, for approval to serve as Judicial Hearing Officer. The Administrative Judge has granted the Administrative Order effective June 1, 2026.

Impact on Funding / Price Analysis: $200,000.00 Total Amount. $40,000.00 is being encumbered at this time.

Change in Contract from Prior Procurement: No Change.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: TV0123-2648

Advertised On: 01/23/2026

Advertised In: Bid Board, Official Newspaper, Other Outreach to various Bar Associations.

Proposals Due On: 02/27/2026

Number of proposals received: 4

Evaluation Committee members: No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge, approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ 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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	TVGEN1000	DE500	TVGEN1000 DE500	01	$40,000.00
						TOTAL		**$40,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$40,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$40,000.00**

Routing Slip

Department			
NIFS Entry	David Rich	04/30/2026 01:19PM	Approved
NIFS Final Approval	David Rich	04/30/2026 01:20PM	Approved
Final Approval	David Rich	04/30/2026 01:20PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	05/04/2026 12:59PM	Approved
RE & Insurance Verification	Kemely Weiss	05/04/2026 12:59PM	Approved
NIFS Approval	Mary Nori	05/05/2026 04:37PM	Approved
Final Approval	Mary Nori	05/05/2026 04:37PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	04/30/2026 01:31PM	Approved
NIFA Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Final Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/06/2026 10:58AM	Approved
DCE Compliance Approval	Robert Cleary	05/11/2026 04:32PM	Approved
Vertical DCE Approval	Arthur Walsh	05/26/2026 06:54AM	Approved
Final Approval	Arthur Walsh	05/26/2026 06:54AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/26/2026 03:52PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND STEPHANIE KAUFMAN.

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

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Stephanie Kaufman.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 801 Axinn Avenue, Garden City, New York 11530 (the "Department"), and Stephanie Kaufman, having her principal office at [redacted] (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) Term.

This Agreement shall commence on June 1, 2026, and shall terminate on May 31, 2031 (the "Term"), unless sooner terminated as provided for herein.

2) Services.

The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) (the services described herein, the "Services") shall consist of hearing parking and traffic violations under NYS VTL as well as local municipality ordinances, NYS Transportation law violations and NYS Highway Use Tax cases, the same manner as a court. The Contractor shall, on an as needed basis:

- determine all questions of law;
- act as the exclusive trier of all issues of fact;
- render a verdict;
- impose sentence;
- dispose of the case in any manner provided by law.
- decide motions;

The Services to be provided by the Contractor under this Agreement (and pursuant to Titles 72 and 86 of the Miscellaneous Law of Nassau County) shall also consist of adjudicating notices of liability issued un the demonstration programs described under Titles 7 and 86 of the Miscellaneous Laws of Nassau County. The Contractor shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) determine liability; impose penalty; and/or (f) dispose of a matter in any manner provided by law.

All JHO's are expected to:

- Make fair and impartial rulings based on the evidence presented at the hearing.

- Examine witnesses and consider any evidence offered by a witness or defendant.
- Issue orders following traffic and parking hearings finding the defendant guilty or not guilty.
- Issue orders following Photo Enforcement hearings finding the responsible party liable or not liable.
- If defendant is found liable or pleads guilty, assess the applicable fines, surcharges, and administrative penalties and fees for each violation and notify the defendant of the right to appeal.
- Have the ability to administer oaths.
- Have the ability to accept admissions and to hear and determine guilt or liability
- Review and decide motions before the TPVA Court.
- Prepare written decisions that include a summary and analysis of evidentiary and legal issues.

JHO's Must Have Knowledge of:

- Legal principles and methodology, and;
- Rules of Evidence and Procedure, and;
- New York State Vehicle and Traffic Law (VTL)
- Criminal Procedure Law ("CPL") of the State of New York
- New York Civil Practice Law and Rules ("CPLR")
- Nassau County Local Law 12-2009
- New York State Transportation Law
- New York State Tax Law – Tax § 1815 Highway use and fuel use taxes

Typical JHO Tasks

Conducts hearings and trials, applies the appropriate rules of evidence and procedure consistent with the VTL, and other applicable statutes, local laws of the County, and applicable County and Town codes.

Compensation:

Full day Session	$400.00 per session	7 hours plus 1-hour lunch
Half-Day Session	$200.00 per session	3.5 hours
Evening Session	$200.00 per session	3 hours
Hourly	$57.14 per hour	For those that don't work a full session

TPVA is open to the public for Court from 8:00am to 4:30pm, Monday through Friday. A JHO may be assigned to an eight (8) hour session (full-day) or a three and one half (3 ½) hour session (half-day) during those hours. TPVA is currently open two (2) evening sessions per month. Evening Sessions are currently from 5:30pm through 8:30pm. A JHO may be assigned to a three (3) hour evening session during those hours. In the event that a JHO is unable to work a full session, advanced notice must be provided, and the JHO will be compensated at an hourly basis. It is possible that additional evening sessions and/or Saturday sessions will be added in the future and that a JHO will be assigned to such

sessions. The operational hours are subject to change by the Executive Director of TPVA based upon the needs of the Agency.

Additional Information

Please note that under NYS VTL §1690 Judicial Hearing Officers are prohibited from appearing in any capacity other than as a judicial hearing officer in any part of the Nassau County or Suffolk County District Court on any matter relating to traffic or parking violations and are further prohibited from appearing in any capacity other than as a judicial hearing officer in any other court or administrative tribunal on any matter relating to traffic or parking violations.

3) **Payment.**

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Term, shall not exceed Two Hundred Thousand ($200,000.00) Dollars (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the Term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Forty Thousand ($40,000.00) Dollars. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

(f) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be

performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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

6) **No Arrears, Default and/or Claims.** The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

(a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;

(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)

i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.

(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**

(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the

following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent

disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

15) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable

attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

16) **Termination**.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services

described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

17) **Accounting Procedures; Records.**

(a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall

allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20) **Data Breach**:

(a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

(b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

(c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

(d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

21) **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.

22) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   (a) in writing to the above referenced addresses and in compliance with the below,
   (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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23) **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.

24) **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.

25) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-

2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

26) **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.

27) **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.

28) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

29) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

30) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

31) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

STEPHANIE KAUFMAN

By: Stephe Kauf

Name: Stephanie Kaufman

Title: JHO

Date: 4/15/2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 15th day of April in the year 2026 before me personally came Stephanie Kaufman 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 Sole Proprietor of Stephanie Kaufman, 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.

Elaine A. Rossi
NOTARY PUBLIC

ELAINE A. ROSSI
Notary Public, State of New York
No. 01RO4887895
Qualified in Nassau County
Certified in New York County
Commission Expires July 25, 2027

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

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

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:
   Stephanie Kaufman (Name)
   [redacted] (Address)
   [redacted] (Telephone Number)

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

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

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

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

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

4/15/2026
Dated

Stephanie Kaufman
Signature of Chief Executive Officer

Stephanie Kaufman
Name of Chief Executive Officer

Sworn to before me this
15th day of April, 2026

Elaine A. Rossi
Notary Public

ELAINE A. ROSSI
Notary Public, State of New York
No. 01RO4887895
Qualified in Nassau County
Certified in New York County
Commission Expires July 25, 2027

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Stephanie Kaufman

2. Amount requiring NIFA approval: $200,000.00

Amount to be encumbered: $40,000.00

Slip Type: 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: 06/01/2026 to 05/31/2031
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

The Nassau County Traffic and Parking Violations Agency (TPVA) adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County. The County is authorized to hire Judicial Hearing Officers ("JHO") who meet the qualifications of New York State Vehicle and Traffic Law ("VTL") section 1690 to preside over those hearings as well as perform additional adjudicatory functions.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 05/04/2026

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.

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?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Stephanie Kaufman [redacted]

Dated: 02/10/2026 11:42:23 am

Vendor: Stephanie Kaufman

Title: JHO

Rev. 3-2016

Business History Form

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

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

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

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

Date: 04/15/2023

1) Proposer's Legal Name: Stephanie Kaufman

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: none

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

6) The proposer is a: Sole Proprietorship (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

none, 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.

none, no conflict exist

(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.

none, no conflict exist

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.

I will contact the county should a potential conflict arise to be guided accordingly.

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.

[redacted]

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [X] NO [ ] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

The JHO meets requirement as set in NYS VTL section 1690

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

Company	Nassau County Traffic and Parking Violations Agency
Contact Person	David Rich
Address	[redacted]
City	State/Province/Territory [redacted]
Country	
Telephone	
Fax #	
E-Mail Address	

Company	Village of Hewlett Bay Park
Contact Person	Karen Kilbride Quintanalle

Address [redacted]
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

Company Green-Levin Synder
Contact Person Susan Simmis Stein
Address [redacted]
City State/Province/Territory [redacted]
Country
Telephone
Fax #
E-Mail Address

I, Stephanie Kaufman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephanie Kaufman , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Stephanie Kaufman

Electronically signed and certified at the date and time indicated by:
Stephanie Kaufman [redacted]

JHO
Title

04/15/2026 08:54:12 am
Date

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: Stephanie Kaufman
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: n/a
City: n/a State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Telephone: none

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description sole proprietor
Start Date 01/01/2006

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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Stephanie Kaufman , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephanie Kaufman , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Stephanie Kaufman

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Stephanie Kaufman [redacted]

JHO

Title

02/10/2026 11:44:44 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Stephanie Kaufman

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

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

3. Type of Business: Other (specify) self

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):

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.
If none, explain.

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.

none

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

none

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

none

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

none

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

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

Electronically signed and certified at the date and time indicated by:

Stephanie Kaufman [redacted]

Dated: 02/10/2026 11:58:34 am

Title: JHO

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.

HON. STEPHANIE KAUFMAN

[redacted]

February 10, 2026

Nassau County Traffic & Parking Violations Agency
801 Axinn Avenue
Attn: Marc Mullen, General Counsel
Garden City, NY 11530

RE: 2026 JHO RFSQ # TV0123-2648
Nassau County Traffic & Parking Violations Agency

Dear Mr. Marc Mullen, Esq.,

Serving Nassau County Traffic & Parking Violations Agency proudly since 2006, I welcome the opportunity to offer my candidacy once again as a Judicial Hearing Officer. I have enclosed my resume, Certificate of Good Standing, and Appendix L for the above referenced RFSQ for your review and consideration.

I have electronically updated my required disclosure forms within the Nassau County Portal. Please feel free to contact me directly should you have any questions.

Sincerely,

Hon. Stephanie Kaufman
enc.

HON. STEPHANIE KAUFMAN
[redacted]

EXPERIENCE

February 2004 to December 2024

DIVORCE MEDIATION SERVICES, Woodmere, NY
Principal/Attorney/Mediator Sole Proprietor, full service firm. Duties include conflict resolution, negotiation and drafting of divorce agreements.

December 2001 to May 2003

DIVORCE MEDIATION PROFESSIONALS, Garden City, NY
Attorney/Mediator. Served as a mediator assisting separating and divorcing couples to reach agreements.

July 1995 to present

VILLAGE OF HEWLETT BAY PARK, N.Y
Village Justice. Elected official. (5th term). Duties include; adjudication of all civil and criminal matters under the jurisdiction of the local village court, supervision of prosecuting attorney and court clerk.

October 2006 to January 2025

NASSAU COUNTY TRAFFIC & PARKING VIOLATIONS AGENCY
Judicial Hearing Officer

October 1997 to September 2004

NASSAU COMMUNITY COLLEGE, Garden City, N.Y.
Board of Trustees - Board Member. Duties include review and approval of annual budget, review and approval of all college contracts and policies.
Labor Committee- Chairperson. (2001-2002) Involved in all aspects of the negotiation process for the NCCFT (full time faculty) contract.

November 1984 to May 1987

SECURITIES AND EXCHANGE COMMISSION, New York, N.Y.
Division of Enforcement- Staff Attorney. Assisted in litigation of civil cases involving violations of Section 10(b) (6) of the Securities and Exchange Act of 1934. Initiated and conducted investigations into allegations of insider trading, misrepresentations and stock manipulations. Reviewed registration statements, annual reports, and quarterly reports for compliance with federal securities laws.

EDUCATION

J.D. 1983

CARDOZO SCHOOL OF LAW, New York, N.Y.

B.S. June 1980

CORNELL UNIVERSITY, Ithaca, N.Y.

ADMITTED

New York Bar, March 1984.

CERTIFIED

NASD Arbitrator (2006)
EAC (NYSCA) Mediator (Basic Mediation Training (25 hours) (2002)
EAC (NYSCA) Custody and Visitation Mediation Training (16 hours)

PROFESSIONAL ACTIVITIES

N.Y.S. Magistrate Association
Nassau County Bar Association
Post Miller Matrimonial Commission

Pro Bono Activities

Mediator, Supreme Court, Queens County
Mediator, Family Court, Nassau County
Volunteer Lawyers Project, Supreme Court, Kings County

Appellate Division of the Supreme Court
of the State of New York
First Judicial Department

I, Susanna M. Rojas, Clerk of the Appellate Division of the Supreme Court of the State of New York, First Judicial Department, do hereby certify that

Stephanie Kaufman

was duly licensed and admitted to practice as an Attorney and Counselor at Law in all the courts of this State on ***March 20, 1984****, has duly taken and subscribed the oath of office prescribed by law, has been enrolled in the Roll of Attorneys and Counselors at Law on file in this office, is duly registered with the Office of Court Administration as a* ***Retired Attorney****, and according to the records of this Court is currently in good standing as an Attorney and Counselor-at-Law. "An attorney is 'retired' from the practice of law when, other than the performance of legal services without compensation, [that attorney] does not practice law in any respect and does not intend ever to engage in acts that constitute the practice of law" (22 NYCRR 118.1[g]).*

In Witness Whereof, I have hereunto set my hand in the City of New York on January 29, 2026.

Susanna M Rojas

Supreme Court of the State of New York
Appellate Division, First Department

DIANNE T. RENWICK
PRESIDING JUSTICE

SUSANNA MOLINA ROJAS
CLERK OF THE COURT

MARGARET SOWAH
DEPUTY CLERK OF THE COURT

DOUGLAS C. SULLIVAN
DEPUTY CLERK OF THE COURT

CertID-00271749

Supreme Court of the State of New York
Appellate Division, First Department

DIANNE T. RENWICK
PRESIDING JUSTICE

SUSANNA MOLINA ROJAS
CLERK OF THE COURT

MARGARET SOWAH
DEPUTY CLERK OF THE COURT

DOUGLAS C. SULLIVAN
DEPUTY CLERK OF THE COURT

To Whom It May Concern

An attorney admitted to practice by this Court may request a certificate of good standing, which is the only official document this Court issues certifying to an attorney's admission and good standing.

An attorney's registration status, date of admission and disciplinary history may be viewed through the attorney search feature on the website of the Unified Court System.

New York State does not register attorneys as active or inactive.

An attorney may request a disciplinary history letter from the Attorney Grievance Committee of the First Judicial Department.

Bar examination history is available from the New York State Board of Law Examiners.

Instructions, forms and links are available on this Court's website.

Susanna Rojas
Clerk of the Court

Revised October 2020

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

DEPARTMENTAL MEMO

FROM: **Hon. Paul L. Meli**
Executive Director, NCTPVA

DATE: **January 13, 2026**

SUBJECT: **Cost Estimate for 2026 JHO RFSQ**

A cost estimate is set at $40,000 per Judicial Hearing Officer (JHO) based upon historical costs. The County has set the JHO contract fee at $400 per full day session, $200 for half day session and $200 for an evening session. Total estimated amount for all JHO contracts is based upon the number of JHO's contracted with. TPVA utilizes between 3 and 4 hearings rooms per day, as well as 3 hearing rooms per evening when it conducts night court operations. Each hearing room needs to be staffed by a JHO. There are occasions where we have less hearing rooms operating and sometimes more hearing rooms operating. The role of a JHO contractor would be comparable to a part-time employee. There is no expectation for the contractors to work full time, as we rotate and staff the hearing rooms by rotating all eligible contractors. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY

801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

No committee meetings were convened with regard the selection of the following candidate, who has demonstrated that he meets the qualifications to serve as Judicial Hearing Officer set forth in NYS VTL §1690(1):

Hon. Stephanie Kaufman

Administrative Order effective June 1, 2026, by Hon. Vito M. DeStefano, Administrative Judge, Nassau County has hereby approved this Judge to serves as Judicial Hearing Officer in the Nassau County Traffic and Parking Violations Agency in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 372(2).

BAR ASSOCIATIONS

NASSAU COUNTY BAR ASSOCIATION
Elizabeth Post, Executive Director
Nassau County Bar Association
[redacted]

NASSAU COUNTY WOMENS BAR ASSOCIATION
Gail B. Saul, Esq. - President
Nassau County Women's Bar Association
[redacted]

JEWISH LAWYERS ASSOCIATION OF NASSAU COUNTY
Hon. Gary F. Knobel, Co-President
Daniella Pessah, Esq., Co-President
Jewish Lawyers Association of Nassau County
[redacted]

COLUMBIAN LAWYER'S ASSOCIATION OF NASSAU COUNTY
Rena Capicotto - Director of Operations
Columbian Lawyer's Association of Nassau County
[redacted]

CRIMINAL COURTS BAR ASSOCIATION OF NASSAU COUNTY
Christopher Graziano, Esq. - President
Criminal Courts Bar Association of Nassau County
[redacted]

LONG ISLAND HISPANIC BAR ASSOCIATION
Maribel Gomez, Esq. - President
Long Island Hispanic Bar Association
[redacted]

AMISTAD LONG ISLAND BLACK BAR ASSOCIATION
J. Stewart Moore, Esq. - Executive Director
Amistad Long Island Black Bar Association
[redacted]

AFFIDAVIT OF PUBLICATION

New York Post
1211 Avenue of the Americas, New York, NY 10036
(518) 730-4551

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of New York Post, a Daily newspaper of general circulation, printed and published in Nassau County, New York, designated by the County Clerk of Nassau County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Jan 23, 2026

Notice ID: 1Kmg5Wx0FwRLeqOZumbN

Notice Name: Public Notice

Publication Fee: $204.04

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH259383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/27/2026

S Smith
Notary Public

Notarized remotely online using communication technology via Proof.

NASSAU COUNTY
PUBLIC NOTICE

NASSAU COUNTY
TRAFFIC AND PARKING
VIOLATIONS AGENCY
REQUEST FOR STATEMENT OF QUALIFICATIONS
Re: Judicial Hearing Officer for Nassau County Traffic and Parking Violations Agency
RFSQ No. TV0123-2648

Nassau County, New York is currently seeking Statements of Qualifications submissions from qualified individuals and entities authorized to provide Judicial Hearing Officer Services in the State of New York as defined in NYS VTL section 1690.

Statements of Qualifications accepted from Friday, January 23, 2026 until Friday, February 27, 2026 by 4:00PM EST. The proposer shall submit the original Statement of Qualifications No electronic submissions will be accepted. A copy of the Request for Statements of Qualifications can be obtained at https://www.nassaucountyny.gov/1884/Purchasing. All Statements of Qualifications shall be submitted to the Nassau County Traffic and Parking Violations Agency, 801 Axinn Avenue, Garden City, NY 11530. Attention: Marc Mullen, Esq.

If you have any questions, please contact the proposal manager, Marc Mullen at 516-572-7153 or email to mmullen@nassaucountyny.gov

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR



NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

Inter-Departmental Memo

Per Robert Cleary and the Comptroller's Office "No Comptroller Form" needed.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

January 13, 2026

Mr. Kris Kalender President
Nassau Local 830 CSEA
[redacted]

Re. Proposed Contracts for Judicial Hearing Officer

Dear Mr. Kalender:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the TPVA is considering entering into contractual services with the multiple vendors. By providing this notice, it should not be implied that the work referenced in the contract has been the historic and exclusive work of bargaining unit members. In fact, the County maintains it has not been their work in the past. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

RFP Scope of Services: Partial Scope description below, see enclosed draft RFP for full description.

Nassau County, New York (the "County") is currently seeking Statements of Qualifications submissions from qualified individuals authorized to provide Judicial Hearing Officer Services in the State of New York.

The Nassau County Traffic and Parking Violations Agency ("TPVA") adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County.
Many of the motorist's visits result in hearings, adjudicated by three (3) or four (4) JHOs on a daily basis. Those candidates who demonstrate that they meet these statutory requirements will then be eligible for appointment as judicial hearing officers by the administrative judge for the 10th Judicial District pursuant to VTL Section 1690(1) and Section 350.20(5) of the Criminal Procedure Law. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

TPVA currently has nineteen (19) JHO executed contracts. TPVA attempts to maintain at least 25 JHO's available due to the varied schedules and availability and needs of the Court. This position is mandatory for the proper disposition of violations returnable to TPVA. The number of JHO's available is necessary to provide services to handle the volume of traffic at TPVA. The schedule for JHOs will be subject to change depending on needs of the Court.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss proposed alternatives to this contract, please do not hesitate to contact the undersigned and/or the Nassau County Office of Labor Relations.

Sincerely,

Hon. Paul L. Meli

Nassau County Traffic and Parking Violations Agency

encs. Proposed Contract/RFP
cc: Melissa Gallucci, Acting Director of Labor Relations

OFFICE OF THE ADMINISTRATIVE JUDGE
10th Judicial District - Nassau County

ADMINISTRATIVE ORDER

Pursuant to the authority vested in me by Section 1690(1) of the Vehicle and Traffic Law and Section 350.20(5) of the Criminal Procedure Law, I hereby approve and assign the following Village Justices and/or retired Judges to serve as Judicial Hearing Officers in the Nassau County Traffic and Parking Violation Agency towards its statutory purpose to assist the Nassau County District Court in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 371(2).

The term of this assignment is effective June 1, 2026.

Hon. Stephanie Kaufman
Hon. Christopher G. Quinn
Hon. Alan J. Schwartz
Hon. Douglas J. Lerose

Dated: March 17, 2026

Hon. Vito M. DeStefano
Administrative Judge, Nassau County

Certified: --

E-70-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE MAY 26, 2026
4:08 PM

NIFS ID: CQTV26000004

Capital:

Contract ID #: **CQTV26000004**

NIFS Entry Date: **04/16/2026**

Department: Traffic & Parking Violations

Service: **JUDICIAL HEARING OFFICER**

Term: from **06/01/2026** to **05/31/2031**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Christopher G Quinn**	ID#:**110486135**
Main Address: **3601 Roger Drive Wantagh, NY 11793**	
Main Contact: **Christopher Quinn**	
Main Phone: **(516) 672-0286**	

Department:
Contact Name: **David Rich**
Address: **801 Axinn Ave, Garden City, NY 11531**
Phone: **(516) 572-7154**
Email: **drich@nassaucountyny.gov**

Contract Summary

Purpose: Judicial Hearing Officer

Procurement History: The JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.

Description of General Provisions: As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690, TPVA submitted to the Nassau County Administrative Judge, for approval to serve as Judicial Hearing Officer. The Administrative Judge has granted the Administrative Order effective June 1, 2026.

Impact on Funding / Price Analysis: $200,000.00 Total Amount. $40,000.00 is being encumbered at this time.

Change in Contract from Prior Procurement: No Change.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: TV0123-2648

Advertised On: 01/23/2026

Advertised In: Bid Board, Official Newspaper, Other Outreach to various Bar Associations.

Proposals Due On: 02/27/2026

Number of proposals received: 4

Evaluation Committee members: No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge, approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ 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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	TVGEN1000	DE500	TVGEN1000 DE500	01	$40,000.00
						TOTAL		**$40,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$40,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$40,000.00**

Routing Slip

Department			
NIFS Entry	David Rich	04/30/2026 01:17PM	Approved
NIFS Final Approval	David Rich	04/30/2026 01:19PM	Approved
Final Approval	David Rich	04/30/2026 01:19PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	05/04/2026 12:50PM	Approved
RE & Insurance Verification	Kemely Weiss	05/04/2026 12:50PM	Approved
NIFS Approval	Mary Nori	05/05/2026 04:34PM	Approved
Final Approval	Mary Nori	05/05/2026 04:34PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	04/30/2026 01:33PM	Approved
NIFA Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Final Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/06/2026 10:57AM	Approved
DCE Compliance Approval	Robert Cleary	05/21/2026 12:37PM	Approved
Vertical DCE Approval	Arthur Walsh	05/26/2026 06:55AM	Approved
Final Approval	Arthur Walsh	05/26/2026 06:55AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/26/2026 03:55PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND CHRISTOPHER QUINN.

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

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Christopher Quinn.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 801 Axinn Avenue, Garden City, New York 11530 (the "Department"), and Christopher Quinn, having his principal office at [redacted] (the "Contractor").

WITNESSETH:

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

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

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

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

1) **Term.**

This Agreement shall commence on June 1, 2026, and shall terminate on May 31, 2031 (the "Term"), unless sooner terminated as provided for herein.

2) **Services.**

The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) (the services described herein, the "Services") shall consist of hearing parking and traffic violations under NYS VTL as well as local municipality ordinances, NYS Transportation law violations and NYS Highway Use Tax cases, the same manner as a court. The Contractor shall, on an as needed basis:

- determine all questions of law;
- act as the exclusive trier of all issues of fact;
- render a verdict;
- impose sentence;
- dispose of the case in any manner provided by law.
- decide motions;

The Services to be provided by the Contractor under this Agreement (and pursuant to Titles 72 and 86 of the Miscellaneous Law of Nassau County) shall also consist of adjudicating notices of liability issued un the demonstration programs described under Titles 7 and 86 of the Miscellaneous Laws of Nassau County. The Contractor shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) determine liability; impose penalty; and/or (f) dispose of a matter in any manner provided by law.

All JHO's are expected to:

- Make fair and impartial rulings based on the evidence presented at the hearing.

- Examine witnesses and consider any evidence offered by a witness or defendant.
- Issue orders following traffic and parking hearings finding the defendant guilty or not guilty.
- Issue orders following Photo Enforcement hearings finding the responsible party liable or not liable.
- If defendant is found liable or pleads guilty, assess the applicable fines, surcharges, and administrative penalties and fees for each violation and notify the defendant of the right to appeal.
- Have the ability to administer oaths.
- Have the ability to accept admissions and to hear and determine guilt or liability
- Review and decide motions before the TPVA Court.
- Prepare written decisions that include a summary and analysis of evidentiary and legal issues.

JHO's Must Have Knowledge of:

- Legal principles and methodology, and;
- Rules of Evidence and Procedure, and;
- New York State Vehicle and Traffic Law (VTL)
- Criminal Procedure Law ("CPL") of the State of New York
- New York Civil Practice Law and Rules ("CPLR")
- Nassau County Local Law 12-2009
- New York State Transportation Law
- New York State Tax Law – Tax § 1815 Highway use and fuel use taxes

Typical JHO Tasks

Conducts hearings and trials, applies the appropriate rules of evidence and procedure consistent with the VTL, and other applicable statutes, local laws of the County, and applicable County and Town codes.

Compensation:

Full day Session	$400.00 per session	7 hours plus 1-hour lunch
Half-Day Session	$200.00 per session	3.5 hours
Evening Session	$200.00 per session	3 hours
Hourly	$57.14 per hour	For those that don't work a full session

TPVA is open to the public for Court from 8:00am to 4:30pm, Monday through Friday. A JHO may be assigned to an eight (8) hour session (full-day) or a three and one half (3 ½) hour session (half-day) during those hours. TPVA is currently open two (2) evening sessions per month. Evening Sessions are currently from 5:30pm through 8:30pm. A JHO may be assigned to a three (3) hour evening session during those hours. In the event that a JHO is unable to work a full session, advanced notice must be provided, and the JHO will be compensated at an hourly basis. It is possible that additional evening sessions and/or Saturday sessions will be added in the future and that a JHO will be assigned to such

sessions. The operational hours are subject to change by the Executive Director of TPVA based upon the needs of the Agency.

Additional Information

Please note that under NYS VTL §1690 Judicial Hearing Officers are prohibited from appearing in any capacity other than as a judicial hearing officer in any part of the Nassau County or Suffolk County District Court on any matter relating to traffic or parking violations and are further prohibited from appearing in any capacity other than as a judicial hearing officer in any other court or administrative tribunal on any matter relating to traffic or parking violations.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Term, shall not exceed Two Hundred Thousand ($200,000.00) Dollars (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the Term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Forty Thousand ($40,000.00) Dollars. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "**Comptroller**").

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

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

(f) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be

performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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

6) **No Arrears, Default and/or Claims**. The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to L.L. 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

(a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
    i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**
(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the

following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent

disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

15) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable

attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

16) **Termination**.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services

described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

17) **Accounting Procedures; Records**.

(a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall

allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20) **Data Breach**:

(a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

(b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

(c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

(d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

21) **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.

22) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   (a) in writing to the above referenced addresses and in compliance with the below,
   (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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23) **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.

24) **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.

25) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-

2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

26) **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.

27) **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.

28) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

29) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

30) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

31) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, … as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein….." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CHRISTOPHER G. QUINN

By: _____

Name: CHRISTOPHER G QUINN

Title: PRESIDENT

Date: APRIL 9, 2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 9 day of APRIL in the year 2026 before me personally came CHRISTOPHER G QUINN 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 CHRISTOPHER G QUINN, 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.

KATHLEEN FORD
Notary Public - State of New York
No. 01FO6316121
Qualified in Nassau County
My Commission Expires 12/08/20 26

Kathleen Ford
NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:
   CHRISTOPHER G. QUINN (Name)
   [redacted] (Address)
   [redacted] (Telephone Number)

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

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

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

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

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

APRIL 9 2026
Dated

Signature of Chief Executive Officer

CHRISTOPHER G. QUINN
Name of Chief Executive Officer

Sworn to before me this
9 day of APRIL, 2026

Notary Public

KATHLEEN FORD
Notary Public - State of New York
No. 01FO6316121
Qualified In Nassau County
My Commission Expires 12/08/2026

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Christopher G Quinn

2. Amount requiring NIFA approval: $200,000.00

Amount to be encumbered: $40,000.00

Slip Type: 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: 06/01/2026 to 05/31/2031
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

The Nassau County Traffic and Parking Violations Agency (TPVA) adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County. The County is authorized to hire Judicial Hearing Officers ("JHO") who meet the qualifications of New York State Vehicle and Traffic Law ("VTL") section 1690 to preside over those hearings as well as perform additional adjudicatory functions.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 05/04/2026

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.

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?

YES [X] NO [ ] If yes, to what campaign committee?

Bruce Blakeman
Steven Rhoads
Kayla Knight

Electronically signed and certified at the date and time indicated by:
Christopher G Quinn [redacted]

Dated: 05/20/2026 01:50:53 pm

Vendor: Christopher G Quinn

Title: President

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: 03/04/2026

1) Proposer's Legal Name: Christopher G. Quinn

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/ Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: _____

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

6) The proposer is a: Sole Proprietorship (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

Should a conflict arise, I will contact Nassau County accordingly.

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.

1 File(s) uploaded: Judge Quinn's Resume.wpd 3-2-2026.docx

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [X] NO [ ] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

45

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

Supreme Court Justice, 10th Judicial District 2020-2025, Supervising Judge, Nassau County Court 2013-2018, Supervising Judge, Nassau County District Court June 2006-February 2013, Nassau County District Court Judge, Hempstead, NY May 1998-December 2007.

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

Company	Nassau County Surrogate
Contact Person	Hon. david P Sullivan
Address	[redacted]
City	[redacted] State/Province/Territory [redacted]
Country	[redacted]
Telephone	[redacted]
Fax #	[redacted]
E-Mail Address	[redacted]

Company	Nassau County District Court
Contact Person	Stephanie Rafalowski, Esq
Address	[redacted]
City	State/Province/Territory [redacted]
Country	
Telephone	
Fax #	
E-Mail Address	

Company	Nassau County Supreme Coourt
Contact Person	Virginia Clavin, Esq
Address	[redacted]
City	State/Province/Territory [redacted]
Country	
Telephone	
Fax #	
E-Mail Address	

I, Christopher G. Quinn , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher G. Quinn , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Christopher G. Quinn

Electronically signed and certified at the date and time indicated by:
Christopher G. Quinn [redacted]

JHO
Title

03/04/2026 10:46:19 am
Date

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: Christopher G. Quinn
Date of birth: [redacted]
Home address:
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country
Telephone:

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	01/01/2026	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher G. Quinn , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher G. Quinn , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Christopher G. Quinn

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Christopher G. Quinn [redacted]

JHO

Title

03/04/2026 10:25:13 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Christopher G. Quinn

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

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

3. Type of Business: Other (specify) Sole Proprietor

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):

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.
If none, explain.

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

None

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Christopher G. Quinn [redacted]

Dated: 03/04/2026 10:47:57 am

Title: JHO

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.

Hon. Christopher G. Quinn

[redacted]

Marc Mullen, Esq.

General Counsel

NCTPVA

801 Axinn Ave

Garden City, NY, 11530

Re: RFSQ# TV0123-2648

Dear Mr. Mullen,

Enclosed please find the necessary paperwork for the above RFSQ. The paperwork includes a completed App. A, App. C, App. L, a copy of my resume, a copy of my Certificate of Good Standing and evidence of my registration in the Nassau County Vendor Portal. I am aware of the requirement of an Administrative Service Charge found in App. E, paragraph 13 but am unsure of what charge is required at this time. Thank you for your time and consideration. If there is anything else that I am required to complete please advise at your earliest convenience at any of my contacts fond above.

Sincerely yours,

Christopher G. Quinn

HON. CHRISTOPHER G. QUINN



EDUCATION:

Union University, Albany Law School, Albany, N.Y.
Juris Doctor, June 1980

Long Island University, C.W. Post College, Greenvale, N.Y.
Bachelor of Arts, Political Science, Cum Laude, 1977

JUDICIAL EXPERIENCE:

Supreme Court Justice, 10th Judicial District - 2020 - 2025
Supervising Judge, Nassau County Court - 2013 - 2018
Supervising Judge, Nassau County District Court, Hempstead, N.Y. -
June 2006 - February 2013
Established Specialty Courts for Mental Health, Veterans Treatment,
Adolescent Diversion and Human Trafficking
Nassau County District Court Judge, Hempstead, N.Y. -
May 1998 - December 2007

LEGAL EXPERIENCE:

New York State Attorney General's Office, New York, N.Y.
Deputy Attorney General in Charge of the Criminal Division - January 1995-
May 1998. Created the Criminal Division, including the Criminal
Prosecutions Bureau, Medicaid Fraud Control Unit and the Organized
Crime Task Force.

County Court, Nassau County, Mineola, N.Y.
Law Clerk to Hon. Donald E. Belfi - January 1985 - January 1995

Senior Law Assistant - Law Department - April 1983 - January 1985

District Court Law Department, Nassau County, Mineola, N.Y.
Law Assistant - October 1981 - April 1983

O'Connor & Hayes, P.C., Lynbrook, N.Y.
Associate Attorney - December 1980 - October 1981

TEACHING EXPERIENCE:

Molloy College, Rockville Centre, N.Y. - Fall 2006 - 2020
Adjunct Professor, Department of Criminal Justice
Hofstra University School of Law, Hempstead, N.Y. - 2007
Adjunct Professor, Criminal Procedure

SCHOLARSHIPS:

N.C.A.A. Post Graduate Scholarship, Outstanding Scholar/Athlete 1977-1978

HONORS AND AWARDS:

Nassau County PAL Volunteer 2017
Nassau County Sheriff's Dept. Emerald Society Man of the Year 2016
Nassau County Dept. Of Mental Health-Professional of the Year Award 2015
Criminal Justice Partnership Award - Confide Counseling 2010
Norman F. Lent Award, Criminal Courts Bar Association, 2007
Nassau Police Emerald Society, Man of the Year Award 2007
C.O.B.A.N.C., President's Award 2002
F.O.C.O., Member of the Year Award 1991
C.O.B.A.N.C., Member of the Year Award 1991
Henninger Award, Leadership in Athletics 1991
All American Lacrosse Team, Division II 1976

LECTURES:

New York State Bar Association Criminal Justice Section 2019
Office of Court Administration, Lecturer, Judicial Institute 2015
FBI National Academy Associates, New York State/Eastern Canada Chapter
Guest Speaker 2006
Mid-Atlantic Great Lakes Organized Crime Law Enforcement Network
Guest Speaker - Legal Updates 2004, 2005
Hofstra University School of Law
Lecturer, Moot Court Association 2004
Lecturer, District Court Practice (CLE) 1999
Moot Court Judge 1999, 2000
Touro Law School, Constitutionality of New York Death Penalty Statute 1997
Nassau Academy of Law, N.C.B.A.
Guest Faculty, Bridging the Gap 2001
Guest Faculty, Death Penalty Conference 1995
Guest Faculty, Moot Court Competition 1991, 1993
Guest Faculty, Plea Negotiations 1990
Office of Court Administration, Jurisdiction of County Court 1989
Bellmore-Merrick High School District, Bicentennial of United Constitution 1987

COMMUNITY ACTIVITIES:

St. Joseph's Hospital, Director 2007 - 2013
Long Island Metropolitan Lacrosse Foundation, Director 2000 - 2023
Wantagh Library Board, Former Trustee, Past President
Wantagh-Seaford Police Athletic League
Lacrosse Director/Coach (Girls and Boys)
Catholic Youth Organization, St. Francis de Chantal
Former Basketball Coach (Girls and Boys)

ORGANIZATIONS:

Friendly Sons of Saint Patrick of Long Island
Knights of Columbus, Council 3476, Padre Pio Assembly
Wantagh Lions Club

Appellate Division of the Supreme Court
of the State of New York
Second Judicial Department

I, Darrell M. Joseph, Clerk of the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, do hereby certify that

Christopher G. Quinn

was duly licensed and admitted to practice as an Attorney and Counselor at Law in all the courts of this State on **February 25, 1981,** *has duly taken and subscribed the oath of office prescribed by law, has been enrolled in the Roll of Attorneys and Counselors at Law on file in this office, is duly registered with the Office of Court Administration, and according to the records of this Court is currently in good standing as an Attorney and Counselor-at-Law.*

In Witness Whereof, I have hereunto set my hand in the City of Brooklyn on March 2, 2026.

Clerk of the Court

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

DEPARTMENTAL MEMO

FROM: **Hon. Paul L. Meli**
Executive Director, NCTPVA

DATE: **January 13, 2026**

SUBJECT: **Cost Estimate for 2026 JHO RFSQ**

A cost estimate is set at $40,000 per Judicial Hearing Officer (JHO) based upon historical costs. The County has set the JHO contract fee at $400 per full day session, $200 for half day session and $200 for an evening session. Total estimated amount for all JHO contracts is based upon the number of JHO's contracted with. TPVA utilizes between 3 and 4 hearings rooms per day, as well as 3 hearing rooms per evening when it conducts night court operations. Each hearing room needs to be staffed by a JHO. There are occasions where we have less hearing rooms operating and sometimes more hearing rooms operating. The role of a JHO contractor would be comparable to a part-time employee. There is no expectation for the contractors to work full time, as we rotate and staff the hearing rooms by rotating all eligible contractors. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

No committee meetings were convened with regard the selection of the following candidate, who has demonstrated that he meets the qualifications to serve as Judicial Hearing Officer set forth in NYS VTL §1690(1):

Hon. Christopher G. Quinn

Administrative Order effective June 1, 2026, by Hon. Vito M. DeStefano, Administrative Judge, Nassau County has hereby approved this Judge to serves as Judicial Hearing Officer in the Nassau County Traffic and Parking Violations Agency in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 372(2).

BAR ASSOCIATIONS

NASSAU COUNTY BAR ASSOCIATION
Elizabeth Post, Executive Director
Nassau County Bar Association
[redacted]

NASSAU COUNTY WOMENS BAR ASSOCIATION
Gail B. Saul, Esq. - President
Nassau County Women's Bar Association
[redacted]

JEWISH LAWYERS ASSOCIATION OF NASSAU COUNTY
Hon. Gary F. Knobel, Co-President
Daniella Pessah, Esq., Co-President
Jewish Lawyers Association of Nassau County
[redacted]

COLUMBIAN LAWYER'S ASSOCIATION OF NASSAU COUNTY
Rena Capicotto - Director of Operations
Columbian Lawyer's Association of Nassau County
[redacted]

CRIMINAL COURTS BAR ASSOCIATION OF NASSAU COUNTY
Christopher Graziano, Esq. - President
Criminal Courts Bar Association of Nassau County
[redacted]

LONG ISLAND HISPANIC BAR ASSOCIATION
Maribel Gomez, Esq. - President
Long Island Hispanic Bar Association
[redacted]

AMISTAD LONG ISLAND BLACK BAR ASSOCIATION
J. Stewart Moore, Esq. - Executive Director
Amistad Long Island Black Bar Association
[redacted]

AFFIDAVIT OF PUBLICATION

New York Post
1211 Avenue of the Americas, New York, NY 10036
(518) 730-4551

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of New York Post, a Daily newspaper of general circulation, printed and published in Nassau County, New York, designated by the County Clerk of Nassau County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Jan 23, 2026

Notice ID: 1Kmg5Wx0FwRLeqOZumbN

Notice Name: Public Notice

Publication Fee: $204.04

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/27/2026

S Smith
Notary Public

Notarized remotely online using communication technology via Proof.

NASSAU COUNTY
PUBLIC NOTICE

NASSAU COUNTY
TRAFFIC AND PARKING
VIOLATIONS AGENCY
REQUEST FOR STATEMENT OF QUALIFICATIONS
Re: Judicial Hearing Officer for Nassau County Traffic and Parking Violations Agency
RFSQ No. TV0123-2648

Nassau County, New York is currently seeking Statements of Qualifications submissions from qualified individuals and entities authorized to provide Judicial Hearing Officer Services in the State of New York as defined in NYS VTL section 1690.

Statements of Qualifications accepted from Friday, January 23, 2026 until Friday, February 27, 2026 by 4:00PM EST. The proposer shall submit the original Statement of Qualifications No electronic submissions will be accepted. A copy of the Request for Statements of Qualifications can be obtained at https://www.nassaucountyny.gov/1884/Purchasing. All Statements of Qualifications shall be submitted to the Nassau County Traffic and Parking Violations Agency, 801 Axinn Avenue, Garden City, NY 11530. Attention: Marc Mullen, Esq.

If you have any questions, please contact the proposal manager, Marc Mullen at 516-572-7153 or email to mmullen@nassaucountyny.gov

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR



NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

Inter-Departmental Memo

Per Robert Cleary and the Comptroller's Office "No Comptroller Form" needed.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 AXINN AVENUE
GARDEN CITY, NEW YORK 11530
(516) 572-2700

January 13, 2026

Mr. Kris Kalender President
Nassau Local 830 CSEA
[redacted]

Re. Proposed Contracts for Judicial Hearing Officer

Dear Mr. Kalender:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the TPVA is considering entering into contractual services with the multiple vendors. By providing this notice, it should not be implied that the work referenced in the contract has been the historic and exclusive work of bargaining unit members. In fact, the County maintains it has not been their work in the past. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

RFP Scope of Services: Partial Scope description below, see enclosed draft RFP for full description.

Nassau County, New York (the "County") is currently seeking Statements of Qualifications submissions from qualified individuals authorized to provide Judicial Hearing Officer Services in the State of New York.

The Nassau County Traffic and Parking Violations Agency ("TPVA") adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County.
Many of the motorist's visits result in hearings, adjudicated by three (3) or four (4) JHOs on a daily basis. Those candidates who demonstrate that they meet these statutory requirements will then be eligible for appointment as judicial hearing officers by the administrative judge for the 10th Judicial District pursuant to VTL Section 1690(1) and Section 350.20(5) of the Criminal Procedure Law. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

TPVA currently has nineteen (19) JHO executed contracts. TPVA attempts to maintain at least 25 JHO's available due to the varied schedules and availability and needs of the Court. This position is mandatory for the proper disposition of violations returnable to TPVA. The number of JHO's available is necessary to provide services to handle the volume of traffic at TPVA. The schedule for JHOs will be subject to change depending on needs of the Court.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss proposed alternatives to this contract, please do not hesitate to contact the undersigned and/or the Nassau County Office of Labor Relations.

Sincerely,

Hon. Paul L. Meli

Nassau County Traffic and Parking Violations Agency

encs. Proposed Contract/RFP
cc: Melissa Gallucci, Acting Director of Labor Relations

OFFICE OF THE ADMINISTRATIVE JUDGE
10th Judicial District - Nassau County

ADMINISTRATIVE ORDER

Pursuant to the authority vested in me by Section 1690(1) of the Vehicle and Traffic Law and Section 350.20(5) of the Criminal Procedure Law, I hereby approve and assign the following Village Justices and/or retired Judges to serve as Judicial Hearing Officers in the Nassau County Traffic and Parking Violation Agency towards its statutory purpose to assist the Nassau County District Court in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 371(2).

The term of this assignment is effective June 1, 2026.

Hon. Stephanie Kaufman
Hon. Christopher G. Quinn
Hon. Alan J. Schwartz
Hon. Douglas J. Lerose

Dated: March 17, 2026

Hon. Vito M. DeStefano
Administrative Judge, Nassau County

Certified: --

E-71-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE MAY 26, 2026
4:00 PM

NIFS ID: CQTV26000001

Capital:

Contract ID #: **CQTV26000001**

NIFS Entry Date: **04/16/2026**

Department: Traffic & Parking Violations

Service: **JUDICIAL HEARING OFFICER**

Term: from **06/01/2026** to **05/31/2031**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**Yes**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Douglas J. Lerose**	ID#:**104500076**
Main Address: **31 Roberta LaneSyosset, NY 11791**	
Main Contact: **Douglas Lerose**	
Main Phone: **(516) 582-4088**	

Department:
Contact Name: **David Rich**
Address: **801 Axinn Ave, Garden City, NY 11531**
Phone: **(516) 572-7154**
Email: **drich@nassaucountyny.gov**

Contract Summary

Purpose: Judicial Hearing Officer

Procurement History: The JHO has met the requirement as a retired judge with a minimum of two years of parking and traffic experience or a sitting Village Court Justice.

Description of General Provisions: As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690, TPVA submitted to the Nassau County Administrative Judge, for approval to serve as Judicial Hearing Officer. The Administrative Judge has granted the Administrative Order effective June 1, 2026.

Impact on Funding / Price Analysis: $200,000.00 Total Amount. $40,000.00 is being encumbered at this time.

Change in Contract from Prior Procurement: No Change.

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: TV0123-2648

Advertised On: 01/23/2026

Advertised In: Bid Board, Official Newspaper, Other Outreach to various Bar Associations.

Proposals Due On: 02/27/2026

Number of proposals received: 4

Evaluation Committee members: No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge, approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

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.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

No committee convened. As mandated by Chapter 496 of the law of 1990 requires a JHO for TPVA. Pursuant to NYS VTL 1690. Nassau County Administrative Judge approved JHO to serve as Judicial Hearing Officer effective June 1, 2026.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

If this is a contract with an individual or with an entity that has only one or two employees, check if applicable:

☑ 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 contracts and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1000	DE	TVGEN1000	DE500	TVGEN1000 DE500	01	$40,000.00
						TOTAL		**$40,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$40,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$40,000.00**

Routing Slip

Department			
NIFS Entry	David Rich	04/30/2026 01:18PM	Approved
NIFS Final Approval	David Rich	04/30/2026 01:18PM	Approved
Final Approval	David Rich	04/30/2026 01:18PM	Approved
County Attorney			
Approval as to Form	Kemely Weiss	05/04/2026 12:54PM	Approved
RE & Insurance Verification	Kemely Weiss	05/04/2026 12:54PM	Approved
NIFS Approval	Mary Nori	05/05/2026 04:35PM	Approved
Final Approval	Mary Nori	05/05/2026 04:35PM	Approved
OMB			
NIFS Approval	Jeffrey Nogid	04/30/2026 01:29PM	Approved
NIFA Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Final Approval	Irfan Qureshi	05/04/2026 03:19PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	05/06/2026 10:25AM	Approved
DCE Compliance Approval	Robert Cleary	05/26/2026 03:30PM	Approved
Vertical DCE Approval	Arthur Walsh	05/26/2026 03:43PM	Approved
Final Approval	Arthur Walsh	05/26/2026 03:43PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	05/26/2026 03:57PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC AND PARKING VIOLATIONS AGENCY AND DOUGLAS J. LEROSE.

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

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Douglas J. Lerose.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Traffic & Parking Violations Agency, having its principal office at 801 Axinn Avenue, Garden City, New York 11530 (the "Department"), and Douglas J. Lerose, having his principal office at [redacted] (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) Term.

This Agreement shall commence on June 1, 2026, and shall terminate on May 31, 2031 (the "Term"), unless sooner terminated as provided for herein.

2) Services.

The services to be provided by the Contractor under this Agreement (and pursuant to section 1690 of the Vehicle and Traffic Law) (the services described herein, the "Services") shall consist of hearing parking and traffic violations under NYS VTL as well as local municipality ordinances, NYS Transportation law violations and NYS Highway Use Tax cases, the same manner as a court. The Contractor shall, on an as needed basis:

- determine all questions of law;
- act as the exclusive trier of all issues of fact;
- render a verdict;
- impose sentence;
- dispose of the case in any manner provided by law.
- decide motions;

The Services to be provided by the Contractor under this Agreement (and pursuant to Titles 72 and 86 of the Miscellaneous Law of Nassau County) shall also consist of adjudicating notices of liability issued un the demonstration programs described under Titles 7 and 86 of the Miscellaneous Laws of Nassau County. The Contractor shall, on an as needed basis: (a) determine all questions of law; (b) make findings of fact; (c) render a decision; (d) determine liability; impose penalty; and/or (f) dispose of a matter in any manner provided by law.

All JHO's are expected to:

- Make fair and impartial rulings based on the evidence presented at the hearing.

- Examine witnesses and consider any evidence offered by a witness or defendant.
- Issue orders following traffic and parking hearings finding the defendant guilty or not guilty.
- Issue orders following Photo Enforcement hearings finding the responsible party liable or not liable.
- If defendant is found liable or pleads guilty, assess the applicable fines, surcharges, and administrative penalties and fees for each violation and notify the defendant of the right to appeal.
- Have the ability to administer oaths.
- Have the ability to accept admissions and to hear and determine guilt or liability
- Review and decide motions before the TPVA Court.
- Prepare written decisions that include a summary and analysis of evidentiary and legal issues.

JHO's Must Have Knowledge of:

- Legal principles and methodology, and;
- Rules of Evidence and Procedure, and;
- New York State Vehicle and Traffic Law (VTL)
- Criminal Procedure Law ("CPL") of the State of New York
- New York Civil Practice Law and Rules ("CPLR")
- Nassau County Local Law 12-2009
- New York State Transportation Law
- New York State Tax Law – Tax § 1815 Highway use and fuel use taxes

Typical JHO Tasks

Conducts hearings and trials, applies the appropriate rules of evidence and procedure consistent with the VTL, and other applicable statutes, local laws of the County, and applicable County and Town codes.

Compensation:

Full day Session	$400.00 per session	7 hours plus 1-hour lunch
Half-Day Session	$200.00 per session	3.5 hours
Evening Session	$200.00 per session	3 hours
Hourly	$57.14 per hour	For those that don't work a full session

TPVA is open to the public for Court from 8:00am to 4:30pm, Monday through Friday. A JHO may be assigned to an eight (8) hour session (full-day) or a three and one half (3 ½) hour session (half-day) during those hours. TPVA is currently open two (2) evening sessions per month. Evening Sessions are currently from 5:30pm through 8:30pm. A JHO may be assigned to a three (3) hour evening session during those hours. In the event that a JHO is unable to work a full session, advanced notice must be provided, and the JHO will be compensated at an hourly basis. It is possible that additional evening sessions and/or Saturday sessions will be added in the future and that a JHO will be assigned to such

sessions. The operational hours are subject to change by the Executive Director of TPVA based upon the needs of the Agency.

Additional Information

Please note that under NYS VTL §1690 Judicial Hearing Officers are prohibited from appearing in any capacity other than as a judicial hearing officer in any part of the Nassau County or Suffolk County District Court on any matter relating to traffic or parking violations and are further prohibited from appearing in any capacity other than as a judicial hearing officer in any other court or administrative tribunal on any matter relating to traffic or parking violations.

3) Payment.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Term, shall not exceed Two Hundred Thousand ($200,000.00) Dollars (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses.

(b) **Partial Encumbrance**. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the Term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Forty Thousand ($40,000.00) Dollars. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "**Comptroller**").

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

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

(f) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be

performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the date of completion of the Program, the Contractor shall immediately return any and all payment that the Contractor has receive. The re-payments shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

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

6) **No Arrears, Default and/or Claims**. The Contractor represents it 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 but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.
   (a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. 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. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures.
   (b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
   (a) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
   (b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
   (c) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

(a) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
(b) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
(c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
(d) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
(e) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
(f) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
(g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
    i) IF APPLICABLE AND AT THE OPTION OF THE OFFICE OF MINORITY AFFAIRS "OMA") In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and OMA in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates.
(c) The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) **Right to Works/Ownership of Work Product/Copyright.**
(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the

following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(e) the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent

disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

(c) If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

(d) **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

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

15) **Indemnification; Defense; Cooperation.**

(a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

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

(d) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County reasonable

attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

(e) **Infringement Indemnification**. The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

16) **Termination**.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services

described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(c) By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "**Commissioner**"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "**Applicable DCE**") on the same day that notice is given to the Commissioner.

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

17) **Accounting Procedures; Records**.

(a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("**Records**"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall

allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) **Time Limitation**. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20) **Data Breach**:

(a) Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:

i) Date and time of the breach;
ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
iii) The nature and extent of the breach;
iv) The Contractor's proposed plan to investigate and remediate the breach.

(b) Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

(c) The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

(d) The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

21) **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.

22) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:
   (a) in writing to the above referenced addresses and in compliance with the below,
   (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,
      iv) 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
         (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,
         (2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,
         (3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and
         (4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

23) **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.

24) **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.

25) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-

2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

26) **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.

27) **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.

28) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

29) **Not-For-Profit Merger, Acquisition, Judicial or Non-Judicial Dissolution (if applicable):** The Contractor agrees to provide written notice the Department, Applicable DCE, County Attorney, and Comptroller Ninety (90) days prior to any Merger, Acquisition, Judicial or Non-Judicial Dissolution, as defined under New York State Not-For-Profit Law.

30) **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

31) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect.

Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein...." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

DOUGLAS J. LEROSE

By: _____

Name: Douglas J. Lerose

Title: Chief Executive Officer

Date: April 15, 2026

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

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

On the 15th day of April in the year 2026 before me personally came Douglas J. Lerro 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 Chief Executive officer of the Contractor, 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.

DENNIS SHEEHAN
NOTARY PUBLIC, State of New York
No. 01SH-4952100
Qualified in Nassau County
Commission Expires June, 12 2027

NOTARY PUBLIC

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

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

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

Definitions:

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.

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 **"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, blueprints 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.

Rule:

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:

i) 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.

ii) 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.

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

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

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

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

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

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

Appendix L
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:
   Douglas J. Lerose [redacted] (Name)
   [redacted] (Address)
   [redacted] Telephone Number)

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

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

   _____

   _____

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

   _____

   _____

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

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

April 15, 2026
Dated

Signature of Chief Executive Officer

Douglas J. Lerose
Name of Chief Executive Officer

Sworn to before me this 15th day of April, 2026.

D.D.

Notary Public

DENNIS SHEEHAN
NOTARY PUBLIC, State of New York
No. 01SH-4952100
Qualified in Nassau County
Commission Expires June, 12 2027

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Douglas J. Lerose

2. Amount requiring NIFA approval: $200,000.00

Amount to be encumbered: $40,000.00

Slip Type: 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: 06/01/2026 to 05/31/2031
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	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?	Yes
If not, will it require a future borrowing?	No
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:

The Nassau County Traffic and Parking Violations Agency (TPVA) adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County. The County is authorized to hire Judicial Hearing Officers ("JHO") who meet the qualifications of New York State Vehicle and Traffic Law ("VTL") section 1690 to preside over those hearings as well as perform additional adjudicatory functions.

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

Nassau County Attorney as to form	Yes
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	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

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

IQURESHI 05/04/2026

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.

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?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Douglas J. Lerose [redacted]

Dated: 03/12/2026 02:14:45 pm

Vendor: Douglas J. Lerose

Title: JHO

Rev. 3-2016

Business History Form

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

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

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

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

Date: 04/30/2026

1) Proposer's Legal Name: Douglas J. Lerose

2) Address of Place of Business: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

Address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

Start Date: 03/15/2012 End Date: 12/31/2024

[redacted]

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: N/A

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

6) The proposer is a: Sole Proprietorship (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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.

Full disclosure and should a conflict arise, I shall contact Nassau County accordingly.

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.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [X] NO [ ] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

iii) Name, address and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

Thirty years practicing law including the handling and litigation of vehicle and traffic law matters. Twelve years sitting as a District Court Judge including presiding over a high volume of vehicle and traffic law matters.

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	Former New York State Supreme Court Justice		
Contact Person	Thomas Feinman		
Address	[redacted]		
City	[redacted]	State/Province/Territory	[redacted]
Country	US		
Telephone	[redacted]		
Fax #			

E-Mail Address	[redacted]

Company	Nassau County Supreme Court		
Contact Person	Hon. Vito M. DeStefano		
Address	[redacted]		
City	[redacted]	State/Province/Territory	[redacted]
Country	US		
Telephone	[redacted]		
Fax #	[redacted]		
E-Mail Address	[redacted]		

Company	District Court of the County of Nassau		
Contact Person	Hon. Tricia Ferrell		
Address	[redacted]		
City	[redacted]	State/Province/Territory	[redacted]
Country	US		
Telephone	[redacted]		
Fax #	[redacted]		
E-Mail Address	[redacted]		

I, DOUGLAS J. LEROSE , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, DOUGLAS J. LEROSE , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: DOUGLAS J. LEROSE

Electronically signed and certified at the date and time indicated by:
DOUGLAS J. LEROSE [redacted]

JHO
Title

04/30/2026 03:21:24 pm
Date

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: Douglas J. Lerose
Date of birth: [redacted]
[redacted] [redacted]

City: S[redacted] State/Province/ Territory: [redacted] Zip/Postal Code: 1[redacted]
Country: US

Business Address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Telephone: (516) 582-4088

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President	05/01/2024	Treasurer	06/06/2024
Chairman of Board	06/06/2024	Shareholder	06/06/2024
Chief Exec. Officer	11/01/2023	Secretary	01/01/2023
Chief Financial Officer	10/04/2023	Partner	10/01/2023
Vice President	10/03/2023		
(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 notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Douglas J. Lerose , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Douglas J. Lerose , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Douglas J. Lerose

Name of submitting business

Electronically signed and certified at the [redacted]

[redacted] D[redacted]

JHO

Title

03/12/2026 02:24:46 pm

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Douglas J. Lerose

Address: [redacted]

City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]

Country: US

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

3. Type of Business: Other (specify) Individual.

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):

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.
If none, explain.

Sole Proprietor

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

None

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Douglas J. Lerose [redacted]

Dated: 03/12/2026 02:19:39 pm

Title: JHO

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.

March 12, 2026

Marc Mullen, Esq.
General Counsel
Nassau County Traffic and
Parking Violations Agency
801 Axinn Avenue
Garden City, New York 11510

Re: Judicial Hearing Officer
for Nassau County Traffic
and Parking Violations Agency
2026 JHO RFSQ

Dear Mr. Mullen:

Enclosed, please find my submission package which includes my Resume, Certificate of Good Standing and required Appendices as notarized where necessary. I have logged into the Nassau County Portal and renewed my registration as a vendor and completed the required disclosure forms.

I am respectfully requesting that the Agency review and approve my submission package. Please advise me what, if anything, I could do to assure my appointment.

Thank you for your consideration and please feel free to contact me through my personal information listed below.

Very truly yours,

Douglas J. Lerose

[redacted]

HON. DOUGLAS J. LEROSE

[redacted]

PROFESSIONAL EXPERIENCE:

3/6/12 to 12/31/24 NASSAU COUNTY DISTRICT COURT JUDGE
[redacted]
Presided over jury and bench trials in both criminal and civil cases.

9/10 to 3/12 OFFICE OF THE NASSAU COUNTY ATTORNEY
[redacted]
Co-Deputy Bureau Chief of the General Litigation Bureau
Caseload involving Federal and State Court actions and administrative duties.

1/99 to 9/10 LAW OFFICES OF DOUGLAS J. LEROSE
[redacted]
General Litigation, Criminal, Family, Real Estate and Corporate Law.

6/95 - 12/98 Affiliations with various law firms.

10/89 to 5/95 HISCOCK & BARCLAY, LLP, Partner
[redacted]
General Litigation, Criminal, Family, Real Estate Law including construction, zoning and foreclosure law, Corporate Law and Bankruptcy.

5/86 to 9/89 PELLETREAU & PELLETREAU, ESQS.
[redacted]
General Litigation, Real Estate Law including zoning law, Banking Law, Municipal Law and Education Law.

9/83 to 5/86 CULLEN & DYKMAN, ESQS.
[redacted]
Real Estate Law and Banking Law.

1/82 to 5/82 CHAMBERS OF JUSTICE EDWARD J. GREENFIELD
Supreme Court, 1st Judicial District
[redacted]
Student Intern.

TEACHING:

Fall 1998 — ADJUNCT PROFESSOR
TOURO COLLEGE-FUCHSBERG LAW CENTER
[redacted]
Professional Responsibility.

EDUCATION:

NEW YORK LAW SCHOOL, New York, New York
J.D., February, 1983

ADELPHI UNIVERSITY, Garden City, New York
B.A. cum laude, May, 1977

ADMISSION TO THE BAR:

United States District Court, Eastern District of New York, 1990
United States District Court , Southern District of New York, 1990
New York State Appellate Division, Second Judicial Department, 1984

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES:

- President of the Suffolk County Bar Association (2003-2004).
- Elected to New York State Bar Association's House of Delegates (2002-2003).
- Hearing Officer for the Town of Oyster Bay (2003 to 2012).
- Appointed to Committee establishing the first Commercial Part in Suffolk County.

The Lawyer's Fund for Client Protection
Appointed to research and draft ethical guidelines for release of escrow funds held in deceased lawyers' escrow accounts.

New York State Unified Court System
- Appointed by former Chief Judge Judith S. Kaye to Commission on solo and small firm practice (2004)
- New York State Continuing Legal Education Board
  Appointed by former Presiding Justice A. Gail Prudenti (2004-2007)

Chaired bar association and professional committees and presented lectures too numerous to list.
Authored multiple articles relating to the legal field.

Appellate Division of the Supreme Court
of the State of New York
Second Judicial Department

I, Darrell M. Joseph, Clerk of the Appellate Division of the Supreme Court of the State of New York, Second Judicial Department, do hereby certify that

Douglas James Lerose

was duly licensed and admitted to practice as an Attorney and Counselor at Law in all the courts of this State on **March 28, 1984,** *has duly taken and subscribed the oath of office prescribed by law, has been enrolled in the Roll of Attorneys and Counselors at Law on file in this office, is duly registered with the Office of Court Administration, and according to the records of this Court is currently in good standing as an Attorney and Counselor-at-Law.*

In Witness Whereof, I have hereunto set my hand in the City of Brooklyn on June 4, 2024.

Clerk of the Court

CertID-00177664

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

HON. PAUL L. MELI
EXECUTIVE DIRECTOR

NASSAU COUNTY
TRAFFIC & PARKING VIOLATIONS AGENCY
801 Axinn Avenue
Garden City, NY 11530
(516) 572-2700

DEPARTMENTAL MEMO

FROM: **Hon. Paul L. Meli**
Executive Director, NCTPVA

DATE: **January 13, 2026**

SUBJECT: **Cost Estimate for 2026 JHO RFSQ**

A cost estimate is set at $40,000 per Judicial Hearing Officer (JHO) based upon historical costs. The County has set the JHO contract fee at $400 per full day session, $200 for half day session and $200 for an evening session. Total estimated amount for all JHO contracts is based upon the number of JHO's contracted with. TPVA utilizes between 3 and 4 hearings rooms per day, as well as 3 hearing rooms per evening when it conducts night court operations. Each hearing room needs to be staffed by a JHO. There are occasions where we have less hearing rooms operating and sometimes more hearing rooms operating. The role of a JHO contractor would be comparable to a part-time employee. There is no expectation for the contractors to work full time, as we rotate and staff the hearing rooms by rotating all eligible contractors. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

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No committee meetings were convened with regard the selection of the following candidate, who has demonstrated that he meets the qualifications to serve as Judicial Hearing Officer set forth in NYS VTL §1690(1):

Hon. Douglas J. Lerose

Administrative Order effective June 1, 2026, by Hon. Vito M. DeStefano, Administrative Judge, Nassau County has hereby approved this Judge to serves as Judicial Hearing Officer in the Nassau County Traffic and Parking Violations Agency in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 372(2).

BAR ASSOCIATIONS

NASSAU COUNTY BAR ASSOCIATION
Elizabeth Post, Executive Director
Nassau County Bar Association
[redacted]

NASSAU COUNTY WOMENS BAR ASSOCIATION
Gail B. Saul, Esq. - President
Nassau County Women's Bar Association
[redacted]

JEWISH LAWYERS ASSOCIATION OF NASSAU COUNTY
Hon. Gary F. Knobel, Co-President
Daniella Pessah, Esq., Co-President
Jewish Lawyers Association of Nassau County
[redacted]

COLUMBIAN LAWYER'S ASSOCIATION OF NASSAU COUNTY
Rena Capicotto - Director of Operations
Columbian Lawyer's Association of Nassau County
[redacted]

CRIMINAL COURTS BAR ASSOCIATION OF NASSAU COUNTY
Christopher Graziano, Esq. - President
Criminal Courts Bar Association of Nassau County
[redacted]

LONG ISLAND HISPANIC BAR ASSOCIATION
Maribel Gomez, Esq. - President
Long Island Hispanic Bar Association
[redacted]

AMISTAD LONG ISLAND BLACK BAR ASSOCIATION
J. Stewart Moore, Esq. - Executive Director
Amistad Long Island Black Bar Association
[redacted]

AFFIDAVIT OF PUBLICATION

New York Post
1211 Avenue of the Americas, New York, NY 10036
(518) 730-4551

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of New York Post, a Daily newspaper of general circulation, printed and published in Nassau County, New York, designated by the County Clerk of Nassau County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Jan 23, 2026

Notice ID: 1Kmg5Wx0FwRLeqOZumbN

Notice Name: Public Notice

Publication Fee: $204.04

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/27/2026

S Smith
Notary Public

Notarized remotely online using communication technology via Proof.

NASSAU COUNTY
PUBLIC NOTICE

NASSAU COUNTY
TRAFFIC AND PARKING
VIOLATIONS AGENCY
REQUEST FOR STATEMENT OF QUALIFICATIONS
Re: Judicial Hearing Officer for Nassau County Traffic and Parking Violations Agency
RFSQ No. TV0123-2648

Nassau County, New York is currently seeking Statements of Qualifications submissions from qualified individuals and entities authorized to provide Judicial Hearing Officer Services in the State of New York as defined in NYS VTL section 1690.

Statements of Qualifications accepted from Friday, January 23, 2026 until Friday, February 27, 2026 by 4:00PM EST. The proposer shall submit the original Statement of Qualifications No electronic submissions will be accepted. A copy of the Request for Statements of Qualifications can be obtained at https://www.nassaucountyny.gov/1884/Purchasing. All Statements of Qualifications shall be submitted to the Nassau County Traffic and Parking Violations Agency, 801 Axinn Avenue, Garden City, NY 11530. Attention: Marc Mullen, Esq.

If you have any questions, please contact the proposal manager, Marc Mullen at 516-572-7153 or email to mmullen@nassaucountyny.gov

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Inter-Departmental Memo

Per Robert Cleary and the Comptroller's Office "No Comptroller Form" needed.

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January 13, 2026

Mr. Kris Kalender President
Nassau Local 830 CSEA
[redacted]

Re. Proposed Contracts for Judicial Hearing Officer

Dear Mr. Kalender:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the TPVA is considering entering into contractual services with the multiple vendors. By providing this notice, it should not be implied that the work referenced in the contract has been the historic and exclusive work of bargaining unit members. In fact, the County maintains it has not been their work in the past. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

RFP Scope of Services: Partial Scope description below, see enclosed draft RFP for full description.

Nassau County, New York (the "County") is currently seeking Statements of Qualifications submissions from qualified individuals authorized to provide Judicial Hearing Officer Services in the State of New York.

The Nassau County Traffic and Parking Violations Agency ("TPVA") adjudicates traffic and parking violations as well as photo enforcement Notices of Liability (NOL's) for the County.
Many of the motorist's visits result in hearings, adjudicated by three (3) or four (4) JHOs on a daily basis. Those candidates who demonstrate that they meet these statutory requirements will then be eligible for appointment as judicial hearing officers by the administrative judge for the 10th Judicial District pursuant to VTL Section 1690(1) and Section 350.20(5) of the Criminal Procedure Law. To be eligible for a JHO position, per NYS VTL, they must be a retired Judge or a Village Justice.

TPVA currently has nineteen (19) JHO executed contracts. TPVA attempts to maintain at least 25 JHO's available due to the varied schedules and availability and needs of the Court. This position is mandatory for the proper disposition of violations returnable to TPVA. The number of JHO's available is necessary to provide services to handle the volume of traffic at TPVA. The schedule for JHOs will be subject to change depending on needs of the Court.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss proposed alternatives to this contract, please do not hesitate to contact the undersigned and/or the Nassau County Office of Labor Relations.

Sincerely,

Hon. Paul L. Meli

Nassau County Traffic and Parking Violations Agency

encs. Proposed Contract/RFP
cc: Melissa Gallucci, Acting Director of Labor Relations

OFFICE OF THE ADMINISTRATIVE JUDGE
10th Judicial District - Nassau County

ADMINISTRATIVE ORDER

Pursuant to the authority vested in me by Section 1690(1) of the Vehicle and Traffic Law and Section 350.20(5) of the Criminal Procedure Law, I hereby approve and assign the following Village Justices and/or retired Judges to serve as Judicial Hearing Officers in the Nassau County Traffic and Parking Violation Agency towards its statutory purpose to assist the Nassau County District Court in the disposition of parking and traffic violations in accordance with General Municipal Law 370(1), 371(2).

The term of this assignment is effective June 1, 2026.

Hon. Stephanie Kaufman
Hon. Christopher G. Quinn
Hon. Alan J. Schwartz
Hon. Douglas J. Lerose

Dated: March 17, 2026

Hon. Vito M. DeStefano
Administrative Judge, Nassau County