



R14

E-14-16

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT16000002 NIFS Entry Date: 12/22/2015 Term: August 26, 2014 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

## Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone (914) 872-7497

County Department
Department Contact Jaclyn Delle
Address 1 West St. Mineola, New York 11501
Phone (516) 571-3034

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		Call. 1/15	
	OMB	NIFS Approval	12/28/15	J. R. Amato	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/30/15	County Attorney	CA RE&I Verification	12/30/15	J. Amato	
12/30/15	County Attorney	CA Approval as to form	12/30/15	J. Amato	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	1/6/16	Concetta G. M. M. M.	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval			
	County Comptroller	NIFS Approval			
1/6/16	County Executive	Notarization Filed with Clerk of the Leg.	1/6/16	A. M. M. M.	

21-11-5



## Contract Summary

<b>Description:</b> Amendment to outside counsel contract.
<b>Purpose:</b> Amendment to an existing outside counsel contract to represent County defendants in litigations known as <u>Baldwin Union Free School District, et al. v. The County of Nassau, et al.</u> , Index No. 3075-11; <u>In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer</u> , Index No. 3203-11; and <u>In the Matter of St. Francis Hospital, Roslyn, New York, et. al. v. Nassau County, New York, and the Nassau County Treasurer</u> , Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to these cases.
<b>Method of Procurement:</b> Contract amendment. See below for procurement history.
<b>Procurement History:</b> A Request for Qualifications was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$200,000.00 max amount, but only \$160,000.00 encumbrance at this time as per the contract.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

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

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$160,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$160,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$160,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$160,000.00</b>

RENEWAL	
% Increase	
% Decrease	

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>1/6/16</i>
Date	Date	(For Office Use Only)
		E #:



E-14-16

RULES RESOLUTION NO. 14-2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

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

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

10-10-10

10

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10-10-10

George Maragos  
Comptroller



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

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

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

**CONTRACTOR NAME:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CLAT16000002)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.





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

The contract was originally executed by Nassau County on January 22, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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

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

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

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

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains



the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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


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

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

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

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

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

  
\_\_\_\_\_  
**Department Head Signature**  
12/23/11  
**Date**

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



## 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) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000024 between the County and Counsel, executed on behalf of the County on January 22, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District, et al. v The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases," which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 26, 2014 until completion of Services (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 Thousand Dollars (\$100,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars (\$200,000.00) (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 Three Hundred Thousand Dollars (\$300,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Sixty Thousand Dollars (\$160,000.00). 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.

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

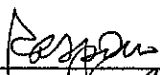
[Remainder of Page Intentionally Left Blank.]






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

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By:   
Name: ROBERT A. SPELZINO  
Title: PARTNER  
Date: DECEMBER 9, 2015

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 12/23/15

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK



COUNTY OF NASSAU )

On the 9<sup>th</sup> day of December in the year 2015 before me personally came Robert A. Spolzina to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser Moskowitz Fiedelman LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC *Jacky Sel*

Commission Expires on June 2, 2018

COUNTY OF NASSAU )

On the 23<sup>rd</sup> day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Commission Expires on June 2, 20 18

COUNTY OF NASSAU )

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



Contract ID#:CQAT14000024



certified contract  
received on 01/29/2015 LN  
Department: County Attorney

**E-244-14**

SERVICES: Special Counsel

## Contract Details

NIFS ID #: CQAT14000024 NIFS Entry Date: 09/17/2014 Term: August 26, 2014 - Completion

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

## Agency Information

Vendor		County Department	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447	Department Contact Daniel Gregware	
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq. Phone (914) 872-7497	Address One West Street Mineola, New York 11501 Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & For'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>Robert A. Spolzino</i>	
	OMB	NIFS Approval <input type="checkbox"/>	9/25/14	<i>Robert A. Spolzino</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/1/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	10/1/14	<i>Robert A. Spolzino</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	10/2/14	<i>Robert A. Spolzino</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	For'd Original K to CA <input type="checkbox"/>	10/17/14	<i>Robert A. Spolzino</i>	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>	11/5/14	<i>Robert A. Spolzino</i>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	11/11/14	<i>Robert A. Spolzino</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	10/17/14	<i>Robert A. Spolzino</i>	



## Contract Summary

<b>Description:</b> New outside counsel contract.
<b>Purpose:</b> New outside counsel contract to represent County defendants in litigations known as <u>Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11</u> , and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to these cases.
<b>Method of Procurement:</b> A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
<b>Procurement History:</b> See method of procurement above. Additionally, Wilson Elser has other contracts with the County.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$100,000.00 max amount, but only \$50,000 encumbrance at this time as per the contract.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1	ATGEN1100/DE502	\$50,000.00
Control:	AT	County		\$50,000.00	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	DE502	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		<b>TOTAL</b>		<b>\$50,000.00</b>		<b>TOTAL</b>	<b>\$50,000.00</b>

RENEWAL	
% Increase	
% Decrease	

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name _____
Name <u>Michael S. Chen</u>	Name <u>Stacy J. Levine</u>	Date <u>Oct. 17, 2014</u>
Date <u>12/3/2014</u>	Date <u>12/1/14</u>	(For Office Use Only)
		E #:

E-244-14

RULES RESOLUTION NO 260 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL  
CONTRACT ENTERED INTO BY THE NASSAU COUNTY  
ATTORNEY AND WILSON ELSEY MOSKOWITZ EDELMAN &  
DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 11-3-14  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special  
counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the special  
counsel contract entered into by the Nassau County Attorney and Wilson  
Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO. - 2014

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL  
CONTRACT ENTERED INTO BY THE NASSAU COUNTY  
ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

WHEREAS, the Nassau County Attorney has executed a special  
counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the special  
counsel contract entered into by the Nassau County Attorney and Wilson  
Elser Moskowitz Edelman & Dicker LLP.



George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP  
(CQAT14000024)

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 510, Garden City, New York 11530

FEDERAL TAX ID #: 132679447

---

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

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

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

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

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

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

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

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

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☒ B. A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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

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

required through an inter-municipal agreement.

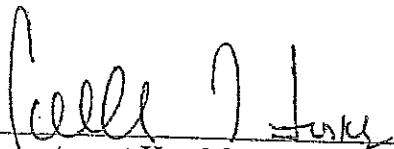
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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

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

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

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

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

9/24/14  
Date

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

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

EMPLID	Name	A/L/T	Job Code	Location
100500	Hoffman, Jerry S	A	Equity Partner	Albany
101253	Marangas, Theresa B	A	Equity Partner	Albany
101322	Marrello, Lisa M	A	Equity Partner	Albany
103270	NeJame, Samir	A	Equity Partner	Albany
101385	Russo, Theresa M	A	Equity Partner	Albany
100693	Shapiro, Kenneth L	A	Equity Partner	Albany
100436	Shenker, Cynthia D	A	Equity Partner	Albany
101124	Russell, Angela Williams	A	Equity Partner	Baltimore
100229	Bogaert, William T	A	Equity Partner	Boston
100168	Rockas, George C	A	Equity Partner	Boston
102125	Heller, Bennett R	A	Equity Partner	Chicago
101578	Holmes, David M	A	Equity Partner	Chicago
102422	McMahon, Daniel J	A	Equity Partner	Chicago
102186	Murray Jr, Thomas F	A	Equity Partner	Chicago
102192	Rothmann, Rebecca M	A	Equity Partner	Chicago
102100	Schlom, Curt J	A	Equity Partner	Chicago
100590	Thurston, James K	A	Equity Partner	Chicago
103840	Tone, Michael P	A	Equity Partner	Chicago
103248	Vittori, Michael L	A	Equity Partner	Chicago
102756	Cameron, Lee L	A	Equity Partner	Dallas
102275	Collins, J. Price	A	Equity Partner	Dallas
103107	Henderson, John R	A	Equity Partner	Dallas
101998	Horres Jr., E. Stratton	A	Equity Partner	Dallas
103106	Levine, Tori S	A	Equity Partner	Dallas
102343	Noah Jr., R Douglas	A	Equity Partner	Dallas
104238	Stimmel, Linda M	A	Equity Partner	Dallas
104524	Bermudez, Joseph F	A	Equity Partner	Denver
104892	Frost, Sharla J	A	Equity Partner	Houston
102664	Cushing, Kym S	A	Equity Partner	Las Vegas
103804	Edwards, Michael M	A	Equity Partner	Las Vegas
103815	Thome, Sheri M	A	Equity Partner	Las Vegas
103160	Corless, Thomas C	A	Equity Partner	Los Angeles
102554	Deniston, Martin K	A	Equity Partner	Los Angeles
101648	Dougherty, Eugene P	A	Equity Partner	Los Angeles
104149	Eisen, David S	A	Equity Partner	Los Angeles
102203	Joffe, Steven J	A	Equity Partner	Los Angeles
102567	Kunowski, Herbert P	A	Equity Partner	Los Angeles
102616	Parminter, Steven R	A	Equity Partner	Los Angeles
102617	Pisano, George A	A	Equity Partner	Los Angeles
105099	Rocco, Dean A	A	Equity Partner	Los Angeles
101380	Stankowski, James A	A	Equity Partner	Los Angeles
100694	Gandy, William G	A	Equity Partner	McLean
102209	Strasius, Anthony P	A	Equity Partner	Miami
105334	Eads, John T	A	Equity Partner	Michigan
104877	Katt, William J	A	Equity Partner	Milwaukee
104881	Leibowitz, Samuel J	A	Equity Partner	Milwaukee

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is involved in litigations known as Baldwin Union Free School District. et al. v. The County of Nassau, et al., Index No. 3069-11; In the Matter of The Board of Education of the East Meadow Union Free School District. et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and In the Matter of St. Francis Hospital, Roslyn, New York, et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases."

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

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

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

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

1. Term. This Agreement shall commence on August 26, 2014 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing County defendants in the litigations known as the Sewer Service Charge Cases ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$255.00
(ii) Of Counsel:	\$255.00
(iii) Associate:	\$205.00
(iv) Paralegal/Law Clerk	\$90.00

WILSELSE

ACORD™

## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2014

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

AGENCY Chicago Commercial Lines HUB International Midwest Limited 55 East Jackson Boulevard Chicago, IL 60604		PHONE (A/C, No, Ext): 312 922-5000	COMPANY Hartford Insurance Group 2 North LaSalle Street 26th Floor Chicago, IL 60602	
FAX (A/C, No):	E-MAIL ADDRESS: karen.boyenne@hubinternational.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 130577		LOAN NUMBER		POLICY NUMBER 83UUNAU6723
INSURED Wilson, Elser, Moskowitz, Edelman & Dicker LLP 1133 Westchester Avenue White Plains, NY 10604		EFFECTIVE DATE 08/15/14	EXPIRATION DATE 08/15/15	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

## COVERAGE INFORMATION

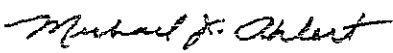
COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Coverage: Business Personal Property Cause of Loss: Special (Including Theft) Valuation: Replacement Cost	85,703,899	\$10,000
Coverage: Business Income (Value) Cause of Loss: Special (Including Theft)	34,026,526	

REMARKS (Including Special Conditions)

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS Nassau County 1550 Franklin Avenue Mineola, NY 11501	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

Client#: 130577

WILSELE

DATE (MM/DD/YYYY)

8/15/2014

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

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  
Chicago Commercial Lines  
HUB International Midwest Limited  
55 East Jackson Boulevard  
Chicago, IL 60604

CONTACT NAME: karen boyenne

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: karen.boyenne@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Insurance Group

29424

INSURER B: National Union Fire Insurance

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Wilson, Elser, Moskowitz, Edelman &  
Dicker LLP  
1133 Westchester Avenue  
White Plains, NY 10604

## 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'L INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			08/15/2014	08/15/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COM/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY			08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
B	UMBRELLA LIAB			08/15/2014	08/15/2015	EACH OCCURRENCE \$25,000,000
	EXCESS LIAB					AGGREGATE \$25,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS \$10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08/15/2014	08/15/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate Holder is included as Additional Insured as respects General Liability regarding work performed by or on behalf of the named insured for Nassau County and under Commercial General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

Nassau County  
1550 Franklin Avenue  
Mineola, NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Michael J. Ahlert*

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# CERTIFICATE OF LIABILITY INSURANCE

WILSO-1001

NYNY

DATE (MM/DD/YYYY)

6/24/2014

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 Herbert L. Jamison & Co., LLC 20 Commerce Drive, Second Floor Cranford, NJ 07016	(973) 731-0806	CONTACT NAME Patricia Roberto PHONE (A/C No. Ext): (212) 806-3456 FAX (A/C No.): (212) 248-6895 E-MAIL ADDRESS: <a href="mailto:proberto@jamisongroup.com">proberto@jamisongroup.com</a>
INSURED Wilson, Elser, Moskowitz, Edelman & Dicker, LLP 150 East 42nd Street New York, NY 10017-5639		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company 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	ADOL SUBR INSR 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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/DP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (PER ACCIDENT) \$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTIONS					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$
A	Lawyers Professional Liability			6/20/2014	6/20/2015	E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Greater Than \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Attorneys at Law

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County, a Municipal Corporation  
1550 Franklin Avenue  
Mineola, NY 11501

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



Independence Square p. 215.627.6900  
West f. 215.627.2665  
The Curtis Center, Suite  
1130 East  
Philadelphia, PA 19106  
Directions

**San Diego**  
655 West Broadway  
Suite 900 p. 619.321.6200  
San Diego, CA 92101 f. 619.321.6201  
Directions

**San Francisco**  
525 Market Street  
17th Floor  
San Francisco, CA p. 415.433.0990  
94105 f. 415.434.1370  
Directions

**Stamford**  
1010 Washington  
Boulevard p. 203.388.9100  
Stamford, CT 06901 f. 203.388.9101  
Directions

**Virginia**  
8444 Westpark Drive  
Suite 510 p. 703.245.9300  
McLean, VA 22102 f. 703.245.9301  
Directions

**Washington, DC**  
700 11th Street, NW  
Suite 400 p. 202.626.7660  
Washington, DC 20001 f. 202.628.3606  
Directions

**West Palm Beach**  
222 Lakeview Avenue  
Suite 800 p. 561.515.4000  
West Palm Beach, FL f. 561.515.4001  
33401  
Directions

**White Plains**  
1133 Westchester  
Avenue p. 914.323.7000  
White Plains, NY 10604 f. 914.323.7001  
Directions

### **Wilson Elser**

A full-service law firm with  
nearly 800 attorneys,  
representing more than 50  
service areas in 26 offices  
throughout the United States,  
we provide sound and  
uncompromising legal counsel  
to a large, loyal and expanding  
base of clients.

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Houston	909 Fannin Street	
	Suite 3300	p. 713.353.2000
	Houston, TX 77010	f. 713.785.7780
	Directions	
Kentucky	100 Mallard Creek Road	
	Suite 250	p. 502.238.8500
	Louisville, KY 40207	f. 502.238.7995
	Directions	
Las Vegas	300 South 4th Street	
	11th Floor	p. 702.727.1400
	Las Vegas, NV 89101	f. 702.727.1401
	Directions	
London	65 Fenchurch Street	
	London, EC3M 4BE	p. +44.20.7553.8383
	United Kingdom	f. +44.20.7553.8399
	Directions	
Los Angeles	555 S. Flower Street	
	Suite 2900	p. 213.443.5100
	Los Angeles, CA 90071	f. 213.443.5101
	Directions	
Miami	100 Southeast Second Street	
	Suite 3800	p. 305.374.4400
	Miami, FL 33131	f. 305.579.0261
	Directions	
Michigan	39555 Orchard Hill Place	
	Suite 600	p. 313.327.3100
	Novi, MI 48375	f. 248.351.2685
	Directions	
Milwaukee	740 North Plankinton Avenue	
	Suite 600	p. 414.276.8816
	Milwaukee, WI 53203	f. 414.276.8819
	Directions	
New Jersey	200 Campus Drive	
	Florham Park, NJ 07932	p. 973.624.0800
		f. 973.624.0808
	Directions	
New York	150 East 42nd Street	
	New York, NY 10017	p. 212.490.3000
		f. 212.490.3038
	Directions	
Orlando	111 North Orange Avenue	
	Suite 1200	p. 407.203.7599
	Orlando, FL 32801	f. 407.648.1376
	Directions	
Philadelphia		



## OFFICES

<b>Albany</b>	677 Broadway	p. 518.449.8893
	Albany, NY 12207	f. 518.449.8927
	Directions	

<b>Baltimore</b>	500 East Pratt Street	
	Suite 600	p. 410.539.1800
	Baltimore, MD 21202	f. 410.962.8758
	Directions	

<b>Boston</b>	260 Franklin Street	
	14th Floor	p. 617.422.5300
	Boston, MA 02110	f. 617.423.6917
	Directions	

<b>Chicago</b>	55 West Monroe Street	
	Suite 3800	p. 312.704.0550
	Chicago, IL 60603	f. 312.704.1522
	Directions	

<b>Dallas</b>	Bank of America Plaza	
	901 Main Street, Suite	
	4800	p. 214.698.8000
	Dallas, TX 75202	f. 214.698.1101
	Directions	

<b>Denver</b>	1225 17th Street	
	27th Floor	p. 303.572.5300
	Denver, CO 80202	f. 303.572.5301
	Directions	

<b>Garden City</b>	666 Old Country Road	
	Suite 510	p. 516.228.8900
	Garden City, NY 11530	f. 516.228.0200
	Directions	

<b>Hartford</b>	100 Pearl Street	p. 860.249.7129
	14th Floor	
	Hartford, CT 06103	
	Directions	

EMPLID	Name	A/L/T	Job Code	Location
103948	Spolzino,Robert A	A	Equity Partner	White Plains
100753	Tillem,David L	A	Equity Partner	White Plains
102187	Tobin,Thomas W	A	Equity Partner	White Plains
100534	Tumbarello,Phillip	A	Equity Partner	White Plains
100854	Vignali,Rosario M	A	Equity Partner	White Plains

EMPLID	Name	A/L/T	Job Code	Location
105075	Bogutz, Marc L	A	Equity Partner	Philadelphia
101939	Cawley, Michael J	A	Equity Partner	Philadelphia
101977	Dryer, Jonathan	A	Equity Partner	Philadelphia
101834	Isaacsohn, Louis J	A	Equity Partner	Philadelphia
101550	Kavanagh, Kevin T	A	Equity Partner	Philadelphia
101597	Wilkinson, Kathleen D	A	Equity Partner	Philadelphia
102438	Bushner, Ronald S	A	Equity Partner	San Francisco
103778	Dopson, Genese K	A	Equity Partner	San Francisco
101398	Garson, Edward P	A	Equity Partner	San Francisco
105290	Hake, William M	A	Equity Partner	San Francisco
102525	Publicover, Adrienne C	A	Equity Partner	San Francisco
102476	Robinson, Ralph	A	Equity Partner	San Francisco
100737	Brown, Stephen P	A	Equity Partner	Stamford
100654	Del Gatto, Brian T	A	Equity Partner	Stamford
101915	Goodson, Robert W	A	Equity Partner	Washington DC
100817	Krause, Paul D	A	Equity Partner	Washington DC
104058	Sandza, Elizabeth B	A	Equity Partner	Washington DC
104435	Janis, Rodney J	A	Equity Partner	West Palm Beach
100931	Baiocco, Joseph C	A	Equity Partner	White Plains
101126	Beron, Helmut	A	Equity Partner	White Plains
101210	Bouihosa, Michael L	A	Equity Partner	White Plains
100603	Brett, Harry P	A	Equity Partner	White Plains
100589	Derrico, Donald G	A	Equity Partner	White Plains
100851	Despotakis, Constantine A	A	Equity Partner	White Plains
104009	Ellick, Ross J	A	Equity Partner	White Plains
101519	Feinberg, Glen S	A	Equity Partner	White Plains
101363	Flannery, John M	A	Equity Partner	White Plains
101296	Friedberg, Alan	A	Equity Partner	White Plains
101358	Gambardella, Thomas	A	Equity Partner	White Plains
100542	Geraghty, Patrick D	A	Equity Partner	White Plains
101092	Jordan, Laura B	A	Equity Partner	White Plains
101185	Larkin, Peter J	A	Equity Partner	White Plains
101059	Ledwin, Mark G	A	Equity Partner	White Plains
101520	Manchisi, Francis P	A	Equity Partner	White Plains
101918	Manisero, Thomas R	A	Equity Partner	White Plains
100679	Marcellino, Stephen	A	Equity Partner	White Plains
100658	Mermelstein, Richard	A	Equity Partner	White Plains
101215	Miller, Stuart A	A	Equity Partner	White Plains
100852	Morio, John D	A	Equity Partner	White Plains
100272	O'Brien, H Michael	A	Equity Partner	White Plains
101226	O'Brien, James F	A	Equity Partner	White Plains
100297	Quaranta, Philip	A	Equity Partner	White Plains
101020	Rabinowitz, Wayne I	A	Equity Partner	White Plains
101158	Roarke, Robert F	A	Equity Partner	White Plains
100300	Ross, Mathew P	A	Equity Partner	White Plains
101452	Sauter, Eric J.	A	Equity Partner	White Plains

EMPLID	Name	A/L/T	Job Code	Location
104059	Billek, Maxwell L	A	Equity Partner	New Jersey
103323	Brown, Kenneth M	A	Equity Partner	New Jersey
103991	Flores, Daniel F	A	Equity Partner	New Jersey
104659	Gottilla, Roger R	A	Equity Partner	New Jersey
101753	Hopkinson Kelly, Barbara A	A	Equity Partner	New Jersey
101619	Krauss, Kurt W	A	Equity Partner	New Jersey
103297	Lesko, Robert P	A	Equity Partner	New Jersey
101649	O'Connor, Carolyn F	A	Equity Partner	New Jersey
101782	Quinn, Thomas F	A	Equity Partner	New Jersey
101644	Riina, William J	A	Equity Partner	New Jersey
104657	Turner, Michael P	A	Equity Partner	New Jersey
100455	Bialek, Adam R	A	Equity Partner	New York
101194	Bottari, Paul J	A	Equity Partner	New York
101029	Boule, Eugene T	A	Equity Partner	New York
100296	Caiazzo, Nicholas R	A	Equity Partner	New York
102717	Contino, Victoria M	A	Equity Partner	New York
100501	Dimarco, Erik C	A	Equity Partner	New York
100897	Endick, Marshal	A	Equity Partner	New York
100511	Evans, Julie Robin	A	Equity Partner	New York
100754	Fuerth, Glenn J	A	Equity Partner	New York
101254	Gardner, Gary A	A	Equity Partner	New York
100751	Gregory, Robin N	A	Equity Partner	New York
100271	Hirsch, Irving B	A	Equity Partner	New York
100421	Kent, Steven S	A	Equity Partner	New York
101055	Klein, Richard S	A	Equity Partner	New York
100788	Leghorn, Thomas	A	Equity Partner	New York
101404	Lum, Larry H	A	Equity Partner	New York
101272	Malfa, Frances	A	Equity Partner	New York
101007	Ottombrino, Lois K	A	Equity Partner	New York
101846	Pariser, Robert J	A	Equity Partner	New York
100656	Pernicone, Carl J	A	Equity Partner	New York
101284	Roer, Ricki Ellen	A	Equity Partner	New York
100351	Rosen, Adam B	A	Equity Partner	New York
100708	Rubenstein, Richard H	A	Equity Partner	New York
100471	Schaffer, Scott R	A	Equity Partner	New York
101451	Sheiffer, David S	A	Equity Partner	New York
101088	Stevens, Michael N	A	Equity Partner	New York
100435	Stopnik, Scott H	A	Equity Partner	New York
103242	Tompkins III, George N	A	Equity Partner	New York
102464	Turner, Ryan M	A	Equity Partner	New York
102079	Weber, Robert M	A	Equity Partner	New York
101214	Wilson Jr, Thomas W	A	Equity Partner	New York
104308	Zibas, Jura C	A	Equity Partner	New York
102777	Freeman, Nicholas D	A	Equity Partner	Orlando
101879	McDonough, Sean M	A	Equity Partner	Orlando
103632	Bachrach, Joshua	A	Equity Partner	Philadelphia

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Partial Encumbrance. Counsel 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 first encumbrance shall be Fifty Thousand Dollars (\$50,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) 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").

(d) 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.

(e) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

(f) 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.

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

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

and departments thereof).

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

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

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

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request,



completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

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

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

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

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by

Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

~~17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this~~  
Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Two Hundred Sixty-six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all

requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

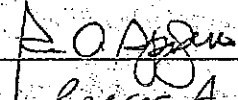
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

[Remainder of Page Intentionally Left Blank.]

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

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

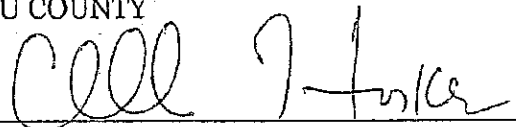
By: 

Name: ROBERT A. SPOLZING

Title: PARTNER

Date: 9/15/14

NASSAU COUNTY

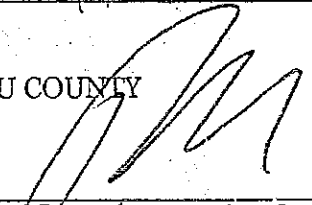
By: 

Name: Carnell Foskey

Title: County Attorney

Date: 9/12/14

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: County Executive

☐ Deputy County Executive

Date: 1/22/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF ~~NASSAU~~ )

WESTCHESTER

On the 16th day of September in the year 2014 before me personally came  
ROBERT A. SPOLZINO to me personally known who is the 1st of 1st

depose and say that he or she resides in the County of Westchester; that he or she is the  
Partner of Wilson, Elser; the corporation described  
herein and which executed the above instrument and which is a corporation organized under the laws of the State of New York.

herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. Partnership. Partnership

NOTARY PUBLIC

JACQUELINE TAVAREZ  
NOTARY PUBLIC, State of New York

No. 01TA6210529

Qualified in Putnam County

Commission Expires August 24, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the <sup>22</sup>~~16~~ day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 0166020251

NO. 01CA6039854

QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 20

COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK

)ss.:

COUNTY OF NASSAU )

On the 22 day of January in the year 2015 before me personally came Richard R. Walker to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI  
Notary Public, State of New York

## Abstract

Qualified in ~~Missouri~~ County

Commission Expires April 02, 20\_\_

## **Appendix EE**

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

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

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

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



- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

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

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON

(Name)

55 WEST MONROE STREET, SUITE 3800, CHICAGO IL 60603

(Address)

312-704-0350

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

4. In the past five years, an administrative proceeding, investigation, or government body-

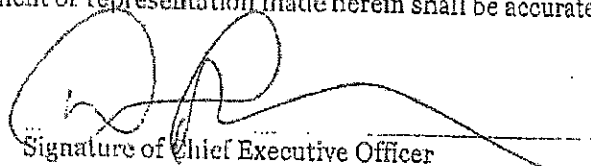
initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been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

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

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

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

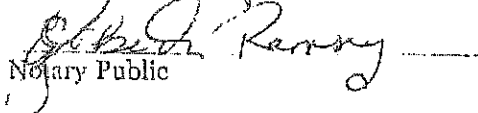
9/9/14  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer

DANIEL J. McMAHON  
Name of Chief Executive Officer

Sworn to before me this 9th

day of September, 2014

  
Notary Public

Elizabeth Ramsey  
Notary Public, State of New York  
No. 01FA6131164  
Qualified in Dutchess County  
Commission Expires Aug. 1, 2017

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E-14-16

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELZER MOSKOWITZ EDLMAN & DICKER LLP  
Address: 666 OLD GULFSTREAM ROAD, SUITE 510  
City, State and Zip Code: GARDEN CITY NY 11530
2. Entity's Vendor Identification Number: 132679447
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHED

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

SEE ATTACHED

21-41-3

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

NONE

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

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

NONE

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Page 3 of 4

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

N/A

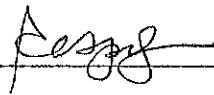
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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

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

Dated: DECEMBER 10, 2015

Signed: 

Print Name: ROBERT A. SPOLZIN

Title: PARTNER



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





EMPLID	Name	AUT	Job Code	Office Location	Office Main Phone Number	Office Address
100500	Hoffman, Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
100465	Lauricella, Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
101322	Marrello, Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
100693	Shapiro, Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
101124	Russell, Angela Williams	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600; Baltimore, MD 21202
100229	Bogaert, William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
100168	Rockas, George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor; Boston, MA 02110
105593	Bozych, Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102125	Heller, Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
101578	Holmes, David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102422	McMahon, Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102186	Murray Jr, Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102192	Rothman, Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
105586	Savalano, Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102100	Schlom, Curt J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
100590	Thurston, James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103840	Tone, Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
103248	Vitoni, Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800; Chicago, IL 60603
102756	Cameron, Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102275	Collins, J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103107	Henderson, John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
101998	Horres Jr, E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
103106	Levine, Tori S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
100102	Marshall, Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
102343	Noah Jr, R Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
105123	Schwartz, Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104238	Stimmel, Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
104524	Bermudez, Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750; Denver, CO 80202
105926	Adams, Kent M	A	Equity Partner	Houston	713-553-2000	909 Fannin Street, Suite 3300; Houston, TX 77010
102664	Cushing, Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103815	Thome, Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor; Las Vegas, NV 89101
103160	Corless, Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102554	Deniston, Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101648	Dougherty, Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104149	Eisen, David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102203	Joffe, Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102567	Kunowski, Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102616	Parminster, Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
102617	Pisano, George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
104154	Press, Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
105039	Rocco, Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
101380	Stankowski, James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900; Los Angeles, CA 90071
100694	Gandy, William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
103102	Lee, Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510; McLean, VA 22102
102209	Strasius, Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800; Miami, FL 33131
105334	Eads, John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III; 17197 N. Laurel Park Drive, Suite 201; Livonia, MI 48152
104877	Katt, William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104881	Leibowitz, Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600; Milwaukee, WI 53203
104059	Billak, Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932



EMPLID	Name	AI/UT	Job Code	Office Location	Office Main Phone Number	Office Address
103323	Brown, Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103991	Flores, Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104659	Gottila, Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101753	Hopkinson, Kelly, Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101619	Krauss, Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
103297	Lesko, Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101649	O'Connor, Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101782	Quinn, Thomas F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
101644	Riina, William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
104657	Turner, Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932
100455	Bialek, Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101194	Bottari, Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101029	Boule, Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100296	Calazzo, Nicholas R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100977	Dell, Gregory J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100501	Dimarco, Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100897	Endick, Marshal	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100754	Fuerth, Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100751	Gregory, Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100271	Hirsch, Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101477	Hyland, Thomas	A	GPP	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100421	Kent, Steven S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100788	Leghorn, Thomas	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101404	Lum, Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101272	Malfa, Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101007	Ottobrimo, Lois K	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101846	Pariser, Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101284	Roer, Ricki Ellen	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100351	Rosen, Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100708	Rubenstein, Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100471	Schaffer, Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101451	Sheiffer, David S.	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101088	Stevens, Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
100435	Stopnik, Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
103242	Tompkins III, George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101470	Tonorezos, Anastasios P	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102464	Turner, Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102079	Weber, Robert M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
101214	Wilson Jr, Thomas W	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
104308	Zibas, Jura C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
102777	Freeman, Nicholas D	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
101879	McDonough, Sean M	A	Equity Partner	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
103632	Backtrach, Joshua	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
103075	Bogutz, Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101939	Cawley, Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101698	Clemente, Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101977	Dryer, Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101550	Kavanagh, Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
101597	Wilkinson, Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103



EMPLID	Name	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
102438	Bushner, Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
103778	Dopson, Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
103798	Garson, Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
105290	Hake, William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
102525	Publicover, Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
100931	Balocco, Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
100737	Brown, Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
100654	Del Gatto, Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
101915	Goodson, Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104058	Sandza, Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
102726	Wallace, Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400; Washington, D.C. 20001
104435	Janis, Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800; West Palm Beach, FL 33401
101126	Beron, Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101210	Boulhosa, Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100603	Brett, Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100589	Derrico, Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100851	Despotakis, Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
104009	Ellick, Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101519	Feinberg, Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101363	Flannery, John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101296	Friedberg, Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101358	Gambardella, Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100542	Geraghty, Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101092	Jordan, Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101185	Larkin, Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101059	Ledwin, Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101520	Manchisi, Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101918	Manisero, Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100679	Marcellino, Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101465	Meisels, Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100658	Mermelstein, Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101215	Miller, Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100852	Morio, John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100272	O'Brien, H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101226	O'Brien, James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100656	Perricone, Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100297	Quaranta, Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101020	Rabinowitz, Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101158	Roarke, Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100300	Ross, Matthew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
101452	Sauter, Eric J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
1003948	SpolZino, Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100753	Tillen, David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
102187	Tobin, Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100534	Tumbarello, Phillip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604
100854	Vignali, Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue; White Plains, NY 10604





## Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT16000002)

2. Dollar amount requiring NIFA approval: \$ 200,000.00

Amount to be encumbered: \$ 160,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 08/26/2014-Completion

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

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

Amendment to an existing outside counsel contract to represent County defendants in litigations known as Baldwin Union Free School District, et al. v. The County of Nassau, et al., Index No. 3075-11; In the Matter of Hofstra University v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3203-11; and in the Matter of St. Francis Hospital, Roslyn, New York, et al. v. Nassau County, New York, and the Nassau County Treasurer, Index No. 3335-11, and such related litigations that are collectively known as the "Sewer Service Charge Cases." These cases are being sent to outside counsel because of their complexity and the amount of resources needed to devote to these cases. The amendment increases the maximum amount.

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

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

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

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


-CQAT14000023 encumbered \$50,000.00 on 12/03/2014, max amount \$100,000.00; -CQAT14000024, encumbered \$50,000.00 on 12/03/2014, max amount \$100,000.00; -CQAT15000004, encumbered \$100,000.00 on 04/30/2015, max amount \$100,000.00; -CQAT15000022, \$75,000.00 to be encumbered, max amount \$150,000.00, currently in approval process.





## AUTHORIZATION

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

 12/29/15  
\_\_\_\_\_  
Signature Title Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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

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

## NIFA

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

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

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

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

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

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

