



E-115-17

## Contract Details

SERVICES: Outside counsel

NIFS ID #: CLAT17000022

NIFS Entry Date: 04/11/2017

Term: April 12, 2017-April 11, 2018

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input 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 Montfort, Healy, McGuire & Salley LLP	Vendor ID# [REDACTED]
Address 840 Franklin Avenue P.O. Box 7677 Garden City, NY 11530	Contact Person Michael J. Boranian, Esq. Phone (516) 747-4082

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) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		[Signature]	
4/13/17	OMB	NIFS Approval <input checked="" type="checkbox"/>	4/13/17	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/18/17	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	4/18/17	[Signature]	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/18/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
7/2/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/2/17	[Signature]	



## Contract Summary

**Description:** Amendment #1 to outside counsel contract

**Purpose:** This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Torts; Commercial Litigation; Construction Litigation; Appellate Practice; Commercial Transactions; Environmental Law; 1983 Federal Civil Rights Actions. Counsel is continuing services on the following case: Karen Rochester as Mother and intended Administratrix of the Estate of Collin T. Rochester, v. County of Nassau, Mario Mastropiero, Christopher M. McCarthy, individually and in their official capacities, and John Does #1-20 et al., Index # 10-CV-6017. Counsel has also been selected to represent P.O. Loguidice in KYLE HOWELL v. THE COUNTY OF NASSAU, POLICE OFFICER GOMEZ, and POLICE OFFICER LOGUIDICE, Docket #15-cv-4275. This amendment renews and extends the term of the contract for one year.

**Method of Procurement:** Contract amendment. Please see procurement history below.

**Procurement History:** A Request for Qualification was issued and a panel established. Montfort, Healy, McGuire & Salley LLP is on this panel. The firm has been determined to be qualified by the Department in the areas of law listed above. After a review of the panel, Counsel was assigned the cases provided above due to their expertise in the subject matter, experience, and availability

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** 0.01 (no increase to the maximum amount of the contract)

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

## Advisement Information

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

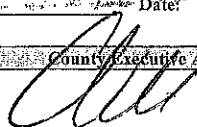
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

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

RENEWAL	
% Increase	
% Decrease	

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

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>2/25/17</u>
Date	Date	(For Office Use Only)
		<b>E #:</b>



## Nassau County Interim Finance Authority

### Contract Approval Request Form

(As of March 2017)

**1. Vendor:**

Monfort, Healy, McGuire & Salley LLP (CLAT17000022)

**2. Dollar amount requiring NIFA approval:** \$ 0.01

**Amount to be encumbered:** \$ 0.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

**3. Contract Term:** 4/12/2016 - 4/11/2018

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

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

**4. Funding Source:**

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

Is the cash available for the full amount of the contract? ☒ Yes ☐ No  
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

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

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

This is an amendment to an outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or his designee. The amendment renews and extends the contract for one year (the period of 4/12/17 - 4/11/18).

**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:**

CLAT16000033 (CQAT14000004), max amount \$0.01, encumbered on 12/9/16;  
CQAT16000012, max amount \$125,000.00, encumbered on 8/27/16.

## AUTHORIZATION

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

Roseanna Della 4/14/17  
Signature Title Date

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

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

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

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

## NIFA

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

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

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

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

**NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND  
MONTFORT, HEALY, MCGUIRE & SALLEY LLP

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Montfort, Healy, McGuire & Salley LLP to provide  
legal services, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said amendment  
to an agreement with Montfort, Healy, McGuire & Salley 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: Montfort, Healy, McGuire & Salley LLP  
(CLAT17000022)

CONTRACTOR ADDRESS: 840 Franklin Avenue, Garden City, NY 11530

FEDERAL TAX ID #: [REDACTED]

---

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

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

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

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

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

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

The contract was originally executed by Nassau County on July 25, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after A Request for Qualification was issued and a panel established. Montfort, Healy, McGuire & Salley LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached documents and assigned the case provided in the attached documents, after a review of the panel, based on the firm's experience, expertise in the subject matters, and availability.

**IV. X 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 ~~superior~~ 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<sup>2</sup> with a not-for-profit agency for which a**



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

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

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

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

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

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

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

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

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

4/11/17  
Date

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

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

---

---

---

---

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

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

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

Vendor: Montfort, Healy, McGuire & Salley, LLP

Dated: April 10, 2017

Signed: James M. Murphy

Print Name: James M. Murphy

Title: Managing Partner

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name James M. Murphy  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 840 Franklin Avenue  
City/state/zip Garden City, New York 11530  
Telephone (516) 747-4082 ext: 1810  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /    /     Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner 01/01/1993  
Vice President     /    /         /    /      
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. 25% interest in the business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES      NO X ;  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

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

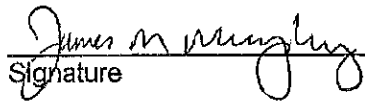
Sworn to before me this 10 day of April 2017

  
Notary Public

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

Montfort, Healy, McGuire & Salley, LLP  
Name of submitting business

James M. Murphy  
Print name

  
Signature

Managing Partner  
Title

April / 10 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Christopher T. Cafaro  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 840 Franklin Avenue  
City/state/zip Garden City, New York 11530  
Telephone (516) 747-4082 ext: 1811  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 01 / 01 / 2000  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES x NO \_\_\_\_ If Yes, provide details. 25% interest in the business
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x;  
If Yes, provide details.

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

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

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



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

**CERTIFICATION**

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

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

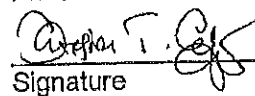
Sworn to before me this 10 day of April 2017

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

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6166862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

Montfort, Healy, McGuire & Salley, LLP  
Name of submitting business

Christopher T. Cafaro  
Print name

  
\_\_\_\_\_  
Signature

Managing Partner  
Title

April / 10 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Jeffrey D. Present  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 840 Franklin Avenue  
City/state/zip Garden City, New York 11530  
Telephone (516) 747-4082 ext: 1812  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President    /   /    Treasurer    /   /     
Chairman of Board    /   /    Shareholder    /   /     
Chief Exec. Officer    /   /    Secretary    /   /     
Chief Financial Officer    /   /    Partner 01/ 01/ 2001  
Vice President    /   /    \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES x NO     If Yes, provide details. 25% interest in the business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES     NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES     NO x;  
If Yes, provide details.

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

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

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

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

**CERTIFICATION**

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

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

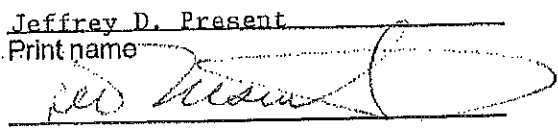
Sworn to before me this 10 day of April 2017

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

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

Montfort, Healy, McGuire & Salley, LLP  
Name of submitting business

Jeffrey D. Present  
Print name

  
\_\_\_\_\_  
Signature

Managing Partner  
Title

April / 10 / 2017  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael J. Boranian  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 840 Franklin Avenue  
City/state/zip Garden City, New York 11530  
Telephone (516) 747-4082 ext: 1825  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 01 / 01 / 2011  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES x NO \_\_\_\_ If Yes, provide details. 25% interest in the business.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x If Yes, provide details.

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

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

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



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

**CERTIFICATION**

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

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

Sworn to before me this 10 day of April 2017

  
Notary Public

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

Montfort, Healy, McGuire & Salley, LLP  
Name of submitting business

Michael J. Boranian  
Print name

  
Signature

Managing Partner  
Title

April / 10 / 2017  
Date

### Business History Form

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

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

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

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

Date: April 10, 2017

1) Proposer's Legal Name: Montfort, Healy, McGuire & Salley, LLP

2) Address of Place of Business: 840 Franklin Avenue, Garden City, New York 11530

List all other business addresses used within last five years:

1140 Franklin Avenue, Garden City, New York 11530

3) Mailing Address (if different): 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530

Phone: (516) 747-4082

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

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

6) The proposer is a (check one):        Sole Proprietorship        Partnership         
Corporation X Other (Describe) Limited Liability Partnership

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

Yes        No X If Yes, please provide details:       

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

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

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

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

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

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

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
We do a conflict check on all new files assigned to our office.  
We will not accept cases where a potential for a conflict could arise.

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

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

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Freeport

Contact Person Howard Colton

Address 100 Ring Road, Suite 202

City/State Garden City, New York 11530

Telephone (516) 742-8585

Fax # N/A

E-Mail Address hcolton@freeportny.gov

---

Company New York State Insurance Fund

Contact Person James Fiedler

Address 199 Church Street

City/State New York, New York 10007

Telephone (212) 312-9608

Fax # (212) 385-9883

E-Mail Address jfied@nysif.com

---

Company Sedgwick Claims Management Services, Inc.

Contact Person Debra Hickson

Address P.O. Box 8901

City/State Melville, New York 11747

Telephone (631) 768-1244

Fax # (631) 454-2707

E-Mail Address Debra.Hickson@sedgwickcms.com


**CERTIFICATION**

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

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


Sworn to before me this 10<sup>th</sup> day of April

2017

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

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

Name of submitting business: Montfort, Healy, McGuire & Salley, LLP

By: James M. Murphy  
\_\_\_\_\_  
Print name  
  
\_\_\_\_\_  
Signature

Managing Partner  
\_\_\_\_\_  
Title

April / 10 / 2017  
\_\_\_\_\_  
Date



## **Business History Form**

### **Section A:**

**i) Date of Formation: 1950**

**ii) Name, addresses and positions of all persons having a financial interest in the company, including shareholders, members, general or limited partner:**

- James M. Murphy (Managing Partner) - 1747 Roland Avenue, Wantagh, New York 11793
- Christopher T. Cafaro (Managing Partner) - 2 Fairmount Boulevard, Garden City, New York 11530
- Jeffrey D. Present (Managing Partner) - 103 Michelle Drive, Jericho, New York 11573
- Michael J. Boranian (Managing Partner) - 33 Kennedy Avenue, Rockville Centre, New York 11570

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

- James M. Murphy (Managing Partner) - 1747 Roland Avenue, Wantagh, New York 11793
- Christopher T. Cafaro (Managing Partner) - 2 Fairmount Boulevard, Garden City, New York 11530
- Jeffrey D. Present (Managing Partner) - 103 Michelle Drive, Jericho, New York 11573
- Michael J. Boranian (Managing Partner) - 33 Kennedy Avenue, Rockville Centre, New York 11570

**iv) State of incorporation (if applicable): New York**

**v) The number of employees in the firm: 28**

**vi) Annual revenue of firm: Confidential**



**PERSONAL INJURY DEFENSE**

**PRACTICE PROFILE**

**MONTFORT, HEALY,  
McGUIRE & SALLEY**

General, Trial and Appellate Law Practice

Founded 1950

**OFFICES**

840 Franklin Avenue  
P.O. Box 7677  
Garden City, New York 11530-7677

Telephone (516) 747-4082  
Fax (516) 746-0748

# **MONTFORT, HEALY, McGUIRE & SALLEY**

## **THE FIRM**

Established in 1950 and committed to the principles of honesty, integrity and communication, Montfort, Healy, McGuire & Salley has earned an outstanding reputation in metropolitan New York for the competent and ethical practice of law. Our goal is to contribute to our clients' success by providing effective, efficient and expeditious legal representation.

Montfort, Healy, McGuire & Salley has received the highest ratings from the authoritative Martindale-Hubbell Law Directory, based upon confidential recommendations submitted to the publishers by lawyers and judges in the law firm's primary areas of practice.

As a result of many such recommendations, Montfort, Healy, McGuire & Salley has been honored by inclusion in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

## **OUR APPROACH TO LITIGATION**

What do you need?

We recognize that each client who defends a personal injury matter is unique. While every corporate client will invariably have special requirements, many find that they share common goals in the defense of personal injury litigation:

- \* Early analysis
- \* Prompt reporting
- \* Efficient representation and quick resolution of claims
- \* Results

Our fifty-seven years of experience have proven that we have learned to listen to our clients. We help them meet their goals by understanding their individual requirements. Montfort, Healy, McGuire & Salley has, since its inception, limited its practice primarily to the field of personal injury defense and its clients have always included major automobile, homeowner and commercial carriers. Our firm has at the same time represented numerous self-insured public, private and charitable corporations.

Many years of experience in the personal injury defense field have demonstrated that there is no single approach to defense strategy which will satisfy every client. Our intent is not to tell you what we have done in the past; but rather, to listen to you and to learn what we can do to meet your needs.

Many issues will arise during the pendency of any claim: early investigation and evaluation; pre-trial discovery; the frequency of written reports or meetings to discuss individual claims. We recognize that discovering your needs is a continuing process and constitutes the first and most vital step in providing the services that you require.

### **PRE-TRIAL PROCEEDINGS**

#### **Our plan to hold down your costs.**

Pre-trial proceedings are planned to hold down your costs. Every assignment received after service of the summons and complaint is analyzed by the partner in charge to determine the extent of necessary pre-trial discovery. We neither engage in needless motion practice nor do we routinely exhaust every available discovery tool. We recognize that the degree of discovery necessary depends in large part upon the severity and complexity of each claim. Our goal is to avoid protracted litigation wherever possible.

Each case is treated individually in order to minimize the expense of discovery proceedings without compromising the defense of the action. You are made aware of the defense planned for each action well in advance and have the opportunity to review and discuss the plan with us prior to its implementation.

Every effort is made to force the early resolution of all pending lawsuits. We have attached decisions on motions which demonstrate how a large percentage of claims can be dismissed even before substantial discovery has been conducted. Major motions of this nature are prepared only with the prior knowledge and consent of our client.

Our experience has shown that pre-trial discovery is most efficiently and effectively accomplished if it is directed by a single attorney who is fully conversant with the case at hand, thereby eliminating unnecessary review time. Using that one attorney to contact your insureds and claims personnel greatly increases our ability to communicate effectively.

You are kept fully informed of every case as it progresses through each stage of discovery. Periodic reports will keep you advised of the current status of all cases assigned to our firm. At the close of discovery, we will prepare an evaluation report so that you will be fully advised well before any matter approaches trial.

## TRIAL

**Our experienced and talented litigators continue the firm's tradition of successful resolutions for our clients.**

As you know, the selection of the jury and the trial are the most vital phases of any lawsuit. Montfort, Healy, McGuire & Salley attorneys appear daily in the trial parts of courts throughout the metropolitan area, where they consistently bring matters to a final conclusion well within the expectations of their clients. We will be happy to provide you with references upon request.

## APPELLATE PRACTICE

**We are a full service firm.**

We will advise you immediately whether an appeal should be taken from an order or judgment and will take all steps necessary to perfect the appeal. Members of the firm have argued appeals in the Appellate Divisions of New York State, the Court of Appeals and in the United States Second Circuit Court of Appeals.

Our Appellate Department also keeps your management advised of current trends and changes in the law as they occur.

## PERSONAL INJURY DEFENSE

**We are equipped to serve you in your efforts to resolve a diverse range of municipal concerns.**

- **Products Liability Law.**  
We have defended lawsuits arising out of the alleged defective manufacture or design of all manner of products, ranging from ladders, boilers, conveyer belts and automobiles to consumer products such as hand held tools, space heaters and cosmetics. We are aware of the different legal issues facing manufacturers, resellers and distributors. We have extensive experience in litigating the liability of successor corporations.
- **Construction and Industrial Accidents.**  
Montfort, Healy, McGuire & Salley has defended a major utility for more than two decades as well as a number of large commercial carriers. We have successfully defended lawsuits arising out of all types of construction actions premised on alleged violations of Section 200, 240 and 241 of the Labor Law. We are conversant with coverage issues unique to the Labor Law field, including disputes arising out of blanket additional insured clauses, the requirement for indemnification where an

agreement to procure an OCP policy has been breached, and application of the anti-subrogation rule.

- **Professional Liability Claims.**

Our firm is extremely active in the field of medical malpractice defense and is regularly retained by several medical malpractice insurance carriers to defend both hospitals and doctors. We have also defended numerous claims of malpractice brought against attorneys, architects and accountants.

- **Insurance Coverage.**

Many issues relating to coverage can arise after an accident has occurred. Your insured may be entitled to indemnification by a co-defendant or to coverage from the insurance carrier of a co-defendant. In a commercial automobile policy, for example, coverage under the loading and unloading clause may or may not exist depending upon the facts of each case. A major portion of our practice consists of the interpretation of insurance policies and the resolution of coverage issues.

- **Federal Civil Rights Claims.**

We represent several police departments and are experienced in the defense of claims brought pursuant to Section 1983 and in all aspects of police civil liability. We have also defended numerous claims of discrimination in employment and claims brought pursuant to Sections 1981 and 1985.

- **Personal Injury Claims arising out of motor vehicle accidents.**

Montfort, Healy, McGuire & Salley represents, and has represented since its inception, many major automobile carriers. We also represent self-insureds who operate large fleets of motor vehicles.

- **First Party Claims arising out of motor vehicle accidents.**

Our firm is familiar with all aspects of automobile claims, including SUM, UMI and No-Fault.

- **Coverage Disputes arising out of motor vehicle accidents.**

Many issues can arise, including late notice, lack of cooperation or other problems. Your insured may be entitled to co-insurance or indemnification from the insurance carrier of a co-defendant. We can advise you when and how to disclaim. We can defend and institute declaratory judgment actions when necessary to protect your interests. We are familiar with the exclusion and coverage issues which arise under both personal and commercial policies of automobile insurance.

- **Assigned Risk Rule policies.**

We are experienced in the often misunderstood nuances of AIP claims, including Rule 14 violations.

- **Homeowner Claims.**  
The standard homeowner's policy provides coverage for a wide variety of personal injury claims. We have successfully defended claims arising out of slip and fall accidents, dog bites and claims alleging Labor Law violations. We are conversant with current coverage developments, including the often litigated claims for "unintentional injury" or "negligent assault".
- **Commercial Premises Personal Injury Claims.**  
Whether property is used for commercial or residential purposes, landlords are named with increasing frequency as defendants in a wide variety of claims arising from slip and fall accidents to the alleged failure to provide adequate security. Depending upon the county where the accident occurred, many different statutes can affect the duty of care owed. Experience gained from representing many municipalities, supermarket chains and small business has given us a clear expertise in the defense of all forms of premises liability claims.
- **Personal Injury Claims arising out of alleged defects in sidewalks, streets, highways and culverts.**  
Many of these claims against municipalities are subject to the prior written notice requirement and can be disposed of by early motion for summary judgment as shown in the case decisions which are attached. Similarly, claims against adjacent property owners are often ones of no liability.
- **Environmental Law.**  
The firm has defended corporations, municipalities and other political subdivisions in numerous personal injury toxic tort claims. The Firm is also experienced in the defense of state court claims for indemnification or contribution instituted by either the New York State Department of Environmental Conservation or private entities for alleged environmental contamination or wrongful discharge pursuant to the New York State Navigation Law or common law theories.

## COURTS

Montfort, Healy, McGuire & Salley attorneys practice in State and Federal Courts, on both trial and appellate levels, and represent clients before administrative agencies.

The firm's attorneys regularly handle matters in all counties of the metropolitan New York area, including the five boroughs of New York City as well as Nassau, Suffolk and Westchester counties.



The firm represents clients in the United States District Court for the Southern and Eastern Districts of New York.

**MONTFORT, HEALY, McGUIRE & SALLEY**

Our firm takes pride in its exceptional stability. Our trial attorneys average over fifteen years of litigation experience. The firm is comprised of eight partners and twenty-six attorneys overall. We have a support staff of over thirty. A number of our associates and paralegals are also registered nurses with many years of practical experience in major institutions.

Please tell us how we may be of service to you. We will be happy to meet with you to detail how we can protect your interests.

**PLEASE ADDRESS ANY INQUIRIES TO:**

**Donald S. Neumann, Jr., Managing Partner  
Montfort, Healy, McGuire & Salley  
P.O. Box 7677  
840 Franklin Avenue  
Garden City, New York 11530-7677  
Telephone: 516-747-4082 Fax: 516-746-0748**

**PARTNERS OF THE FIRM**

**MONTFORT, HEALY,  
McGUIRE & SALLEY**

**Frank J. Cafaro** was admitted to practice in New York State in 1963. He has represented the firm's core clients in professional liability defense litigation for more than 40 years. During this period of time, Mr. Cafaro has tried over 100 cases to verdict. He has represented corporate defendants, insurance carriers, product manufacturers, hospitals, municipalities, public utilities, and many individual physicians, nurses, and technicians employed in the medical community.

Mr. Cafaro has lectured widely for the Suffolk County Bar Association, Nassau County Bar Association and New York State Bar Association. Topics included "Medical Malpractice Litigation (for defendant)," "Jury Selection Techniques," "Winning Openings and Summations," "Jury Selection and Opening Statements for the Defense." He has also lectured at the Toro Law Center on "How to Conduct a Deposition."

He was awarded the Presidential Award of Merit by the Suffolk County Bar Association Craco Task Force IV Court Management Committee.

**Admitted:** 1963, New York; 1966, U.S. District Court, Southern and Eastern Districts of New York

**Associations:** Phi Alpha Theta. Member of Panel, American Arbitration Association. Nassau-Suffolk Trial Lawyers Association (Director, 1974-; Treasurer, 1977; Vice Chairman, 1980-1981; Chairman, 1982-1983); Grievance Committee for the Tenth Judicial District of the Appellate Division, Second Department, 1990-1991; New York State Bar Association, Executive Committee (I.N.C.L. Section); Suffolk County Bar Association, Judiciary Committee, 1982-1984; Supreme Court Committee; Bench Bar Committee (current); Federation of Insurance and Corporate Counsel. Fellow of American Board of Professional Liability

Attorneys; American College of Trial Lawyers.

**Educated:** Lehigh University (B.A., 1956); Fordham University (LL.B., 1962)

**Born:** New York, N.Y., November 23, 1934

**ISLN:** 908611605

*References available upon request.*

**Philip J. Catapano** was admitted to the New York State Bar in 1973. Since 1977, a major portion of Mr. Catapano's practice has been devoted to the defense of medical malpractice actions. He has represented both physicians and major hospitals in the greater metropolitan area, with special expertise in the field of obstetrics and gynecology, including perinatal, neonatal, and maternal-fetal medicine.

He was named by Digital Press International as one of the "Ten Leaders of Personal Injury and Civil Law of Long Island" for 2004-2005.

Mr. Catapano was inducted into the American College of Trial Lawyers at its winter meeting in 2005.

**Admitted:** 1972, Arizona; 1973, New York; 1974, U.S. District Court, Eastern District Court of New York. Associations: Member: Nassau County and New York State Bar Association; State Bar of Arizona; Nassau-Suffolk Trial Lawyers Association (Director, 1979-present; Treasurer, 1986-1987; Vice Chairman, 1989-1990; Chairman, 1990-1991); Nassau County Chair Supreme Court Committee, 1992-1993; New York State Bar Association, Executive Committee (I.N.C.L. Section); Grievance Committee for the Tenth Judicial District of the Appellate Division, Second Judicial Department, 1987-1994; American College of Trial Lawyers, 2005.

**Educated:** Union University (B.A., 1966); St. John's University (J.D., 1971)

**Lecturer:** New York State Bar Association: Chair of "Winning Openings and Summations"; New York State Bar Association Chair and Moderator on "How to Try an Auto Accident Case"; Nassau County Bar Association: "Effective Methods of

Cross Examination"; The Nassau County Academy of Law: "Medical Expert Direct and Cross Examination"; Hofstra University School of Law: CLE Program at Hofstra University, "Liability Issues in Automobile Cases."

**Awards:** American Jurisprudence Awards in Arbitration, Contracts, Constitutional Law and Legal Research Writing; Named by Digital Press International as one of the Ten Leaders of Civil Trial Law on Long Island for 2004-2005.

**Born:** Brooklyn, N.Y., February 8, 1945

ISLN: 908475252

**References Available Upon Request.**

**Recent Articles:**

DPI Names Leading Civil Trial Attorneys of Long Island

Philip J. Catapano Named Leading Civil Trial Attorneys of Long Island

Philip J. Catapano - Ten Leaders Long Island, New York 2004-2005

**Donald S. Neumann, Jr.** was admitted to the Bar in New York State in 1974 and began his career with Montfort, Healy, McGuire & Salley in the same year. Initially, he focused exclusively in trial practice, gaining a broad range of experience in automobile, premises, municipal, medical malpractice, and products liability. He was also responsible for any question of insurance coverage that arose during the course of litigation.

Beginning in 1980, his practice concentrated primarily in medical malpractice defense. His specialties included vascular and bypass surgery, general surgery, and infectious diseases. He managed a caseload of approximately eighty cases, the majority of which were resolved by discontinuance or dismissal prior to or during trial.

As an example, in the case of *Meath v. Mishrick*, 68 N.Y.2d 922 (N.Y. 1986), the Court of Appeals, the highest appellate court in New York, affirmed the dismissal of the complaint and held, as a matter of first impression, that in the absence of an agency or other relevant relationship between a pathologist and the patient's treating physician, or of a continuing relationship between a pathologist and the patient, the continuous treatment of the patient by an attending physician does not extend the statute of limitations against either the hospital pathologist, who misread the biopsy of the patient, or the hospital.

In 1988, Mr. Neumann replaced Edward M. Salley, Jr. as the managing partner of Montfort, Healy, McGuire & Salley. In addition to overseeing the internal operations of the firm, Mr. Neumann continued in the active practice of law.

Since 1998, he has headed the firm's insurance and appellate law departments. The more than 100 cases he has argued cover a broad cross section of law, including: insurance coverage; labor law; medical malpractice; premises liability; automobile and no-fault law; municipal and police liability; and intentional torts.

Mr. Neumann is also the system administrator of the firm's computer network, which he designed and developed. Most recently, he oversaw the conversion of more than ten years of data from a Unix to a Windows format necessary for the implementation of state-of-the-art case management software.

**Admitted:** Massachusetts (1973); New York (1974); United States District Court for the Southern District of New York (1975); United States District Court for the Eastern District of New York (1975); United States Court of Appeals for the Second Circuit (2003); United States Supreme Court (2007).

**Associations:** Member: Nassau County, New York State and American Bar Associations; Nassau-Suffolk Trial Lawyers Association.

**Languages:** French

**Educated:** Colby College (BA, 1969); Northeastern University (JD, 1972)

**Born:** Huntington, N.Y., May 19, 1947

**ISLN:** 904182208

**References available upon request.**

**Michael A. Baranowicz** was admitted to the New York State Bar in 1978. He has a wide range of experience in all aspects of personal injury defense with particular emphasis in the areas of products liability, construction litigation and public utility defense in the gas and electric fields. Mr. Baranowicz has successfully defended cases in such diverse areas as gas explosions, playground manufacturing apparatus, libel and slander, falls from elevated heights, and environmental exposure to PCB's, chlordane, urea formaldehyde and toluene. Mr. Baranowicz heads the utility, construction and products liability departments within the office.

**Admitted:** 1977, Virginia; 1978, New York and U.S. District Court, Southern and Eastern Districts of New York.

**Associations:** Member: Nassau County and New York Bar Associations; Nassau-Suffolk Trial Lawyers Association.

**Educated:** St. John's University (Magna Cum Laude B.A. 1974; recipient of Silver Key in Political Science given to the outstanding undergraduate in the department 1973); College of William & Mary (J.D., 1977).

**Born:** Queens Village, New York, October 1, 1952.

**ISLN:** 909265630

***References available upon request.***

**James Michael Murphy** was admitted to the New York State Bar in 1983. Jim has been a partner at Montfort, Healy, McGuire & Salley since 1993. He specializes in negligence, Labor Law, products liability, municipal liability and has extensive experience in Federal Court matters arising under 42 U.S.C. Sections 1981, 1983 and 1986. Jim has handled a wide range of matters, including Labor Law, police liability, employment discrimination, defamation, contract actions, claims involving public utilities and insurance matters. Jim has tried a broad variety of cases to verdict in both the State and Federal Courts. Jim taught an accredited CLE program at Hofstra University School of Law entitled "Liability Issues in Automobile Cases." He has also lectured at various seminars for his clients and risk managers.

**Admitted:** 1983, New York; 1983, Florida; 1983 U.S. District, Southern and Eastern Districts of New York.

**Educated:** State University of New York at Oswego (B.A. cum laude, 1979); West London Institute, London, England; Albany Law School of Union University, Albany, New York (J.D., cum laude, 1982).

**Associations:** Albany Law School of Union University Law Review, 1981-1982; The Justinian Society; Who's Who Among Students in American Universities and Colleges, 1978-1979; New York State Bar Association; Wantagh Public Library Board of Trustees, 1987-1991; St. Frances de Chantal C.Y.O. Board, 1996-present; Nassau-Suffolk Trial Lawyers, Director, 2009-Present.

**Born:** New York, New York, September 16, 1957.

***References available upon request.***

**Christopher T. Cafaro** was admitted to the New York State Bar in 1989. He has extensive experience as a trial practitioner. His areas of specialization include construction and Labor Law. He has successfully litigated complex Labor Law cases involving contractual indemnification, antisubrogation and coverage issues on cases involving catastrophic injuries. He also has specialization in complex tort litigation, including, municipal liability, products liability, medical and dental malpractice, premises liability and automobile litigation.

**Admitted:** 1989, New York and U.S. District Court, Northern District of New York; 1991, U.S. District Court, Eastern and Southern Districts of New York.

**Associations:** Member of Moot Court Board; Law Clerk, U.S. Department of Justice, U.S. Attorney's Office, Northern District of New York, 1987-1988; past Chairman of Nassau-Suffolk Trial Lawyers; member of Grievance Committee for 10<sup>th</sup> Judicial District of County of Nassau; speaker with New York State Bar Association, Trial Lawyers Section; selected for 2012 New York Super Lawyers.

**Member:** Nassau County and New York State Bar Associations.

**Educated:** University of Hartford; College of the Holy Cross (B.A., 1985); Syracuse University College of Law (J.D., 1988)

**Born:** Nassau, L.I., August 8, 1963

**ISLN:** 908611605

***References available upon request.***



**Jeffrey D. Present** joined the firm in 1987, and has represented a variety of Insurance Companies in declaratory judgment actions (both as a plaintiff and defendant) at the New York Trial and Appellate levels, as well as in the United States District Court. Jeffrey has tried cases in almost every county in the First and Second Judicial Departments, primarily involving automobile accident and premises liability actions.

In addition to presenting seminars to Insurance Company personnel and claims managers on the issues of arbitration, insurance coverage and defense of tort litigation, Jeffrey has conducted CLE (Continuing Legal Education) program at Hofstra University School of Law entitled "Liability Issues in Automobile Cases", pursuant to recently enacted requirements for the continuing education of attorneys admitted to practice in New York.

**Admitted:** 1988, New York and U.S. District Court, Southern and Eastern Districts of N.Y.; 2005, Appointed Arbitrator to Long Island, New York Panel Arbitration Forum

**Associations:** Phi Alpha Theta. Member: New York State Bar Association

**Educated:** Queens College of the City University of New York (B.A., 1984); Pace University School of Law (J.D., 1987)

**Awards:** GEICO Leadership Award, 1999; Young Lawyers Award, New York State Bar Association; Torts, Insurance and Compensation Law Section, 2000.

**Born:** Whitestone, New York, May 8, 1962

**ISLN:** 904321201

***References available upon request.***

**Michael J. Boranian** heads our firm's medical malpractice group. He has been admitted to practice law in New York and New Jersey since 1989. He joined Montfort, Healy, McGuire & Salley in December 2005 as senior trial counsel and has been partner since 2008. Over his 25 year career, Mr. Boranian has represented large hospital centers and individual physicians, nurses, physician assistants and other medical providers in the defense of high exposure orthopedic, obstetrical, cardiological, neurological and general medical claims and law suits. In addition to defense of medical malpractice matters, Mr. Boranian's experience and practice includes litigation and trial in several other areas of personal injury defense, including successful representation of corporate, institutional and individual clients in large damage suits involving claims of product liability, product defect, product misuse, labor law, construction, municipal liability and dental malpractice.

**Admitted:** New York State Bar in 1989, New Jersey State Bar in 1989.

**Educated:** Queens College of the City University of New York (B.A. 1983); Brooklyn Law School (J.D. 1988)

**Associations:** New York State Bar Association; Nassau County Bar Association; Armenian Bar Association; Friends of Mercy Medical Center; St. Agnes CYO, Rockville Centre, New York; Holy Cross High School Alumni Association; Rockville Centre Little League; Rockville Centre Basketball League; and The First Tee of Nassau County.

**Born:** Flushing, New York, April 27, 1960.

**References available upon request.**

**ASSOCIATES**

**MONTFORT, HEALY,  
McGUIRE & SALLEY**

**John Kenneth Rode** was admitted to the New York State Bar in 1961. He joined Montfort, Healy, McGuire & Salley in 2004, as Counsel. He has appeared as Trial Counsel in civil litigation including hospital and medical malpractice, products liability, negligence, railroads, labor law and contracts

**Admitted:** New York State Court 1961, as well as United States District Court, Eastern District, Southern District, Second Circuit Court of Appeals.

**Educated:** Georgetown University (B.S.S. 1957); St. John's University School of Law (J.D. 1960)

**Associations:** Fellow, American College of Trial Lawyers; Past Chair, Insurance, Negligence & Compensation Law Section (INCL) New York State Bar Association; Past Chair, Trial Lawyers Section of Nassau-Suffolk County Bar Associations; American Bar Association; Federation of Defense and Corporate Counsel; American Board of Professional Liability Attorneys; Society of Medical Jurisprudence; Defense Research Institute. Pro Bono Publico:

**Born:** Brooklyn, New York, May 29, 1935

**Pro Bono Publico** Arbitrator, United States District Court, Eastern District

***References available upon request.***

## **Susan H. Dempsey**

**Admitted:** 1979, New York; 1982, U.S. District Court, Southern and Eastern Districts of New York; 1984, U.S. District Court, Northern District of New York; 1985, Pennsylvania

**Educated:** Bucknell University (B.A., cum laude, 1975); Hofstra University School of Law (J.D., 1978)

**Associations:** Member: Rockland County and New York State Bar Associations; New York State Trial Lawyers Association

**Born:** Wilkes-Barre, PA, June 20, 1953

**ISLN:** 907915575

*References available upon request.*

**John R. Aquaro** was admitted to practice law in the State of New York in 1986. Prior to attending law school, Mr. Aquaro was a secondary school English teacher for several years. Between 1986 and 2012, he worked at two prestigious law firms in the metropolitan New York area, first as an associate and then as a partner. At both firms, he specialized in the defense of medical malpractice actions.

Mr. Aquaro joined Montfort, Healy, McGuire & Salley in 2013, and he continues to concentrate on the defense of medical malpractice actions. He has represented numerous hospitals and physicians throughout the years. He has conducted all aspects of discovery, has argued successfully before the Appellate Division and has taken several cases to verdict.

**Admitted:** New York State Bar in 1986; United States Districts Courts for the Southern and Eastern Districts of New York in 1988.

**Education:** Fordham College of Fordham University (B.A. 1968); New York University (M.A. 1971); Fordham Law School (J.D. 1985).

**Associations:** Nassau County Bar Association.

**Born:** New York, New York April 6, 1947.

*References available upon request.*

**John W. Persons** was admitted to the New York State Bar in 1981. He has extensive experience in civil litigation. His areas of specialization include automobile litigation, premises liability, municipal liability, products liability and medical malpractice.

**Admitted:** 1981, New York and United States District Court, Northern District of New York; 1985, U.S. District Court, Eastern District of New York.

**Educated:** University of Connecticut (B.A. Magna Cum Laude with Honors, 1975) (M.A. 1977); Albany Law School (J.D. 1980)

**Associations:** Member of Suffolk County and New York State Bar Association.

**Born:** Fitchburg, MA, December 6, 1953.

*References available upon request.*

**Hugh J. Larkin** was admitted to the New York State Bar in 1996, after graduating from St. John's University School of Law in May, 1995. His practice experience includes a position as associate attorney in a general practice firm handling personal injury, medical malpractice, matrimonial, commercial, and criminal matters. In 1998, Mr. Larkin moved to a defense firm in Merrick, Long Island. Hugh's practice there focused primarily on tort litigation and representation of major public authorities and municipalities on Long Island, together with individual representation of persons covered by major national and regional insurance carriers. Hugh's experience includes all phases of trial and appellate practice in the greater New York City and Long Island area. During his secondary education and law school education, Mr. Larkin held positions with the Bronx County District Attorney as well as with the Honorable David Bruce Vaughn in Kings County Supreme Court, Criminal Division. He was also employed by the New York Stock Exchange Enforcement Division and participated in the investigation of Joseph Jett and Kidder Peabody. In the summer of 2005, Mr. Larkin accepted a position at Montfort, Healy, McGuire & Salley, focusing on tort litigation and trial practice in the defense of negligence claims, including personal injury due to motor vehicle and property claims.

**Admitted:** New York State Bar 1996 United States District Court, Eastern District 1997

**Educated:** Education: Fordham University (B.A. Philosophy 1984) St. John's University School of Law (J.D. 1995)

**Associations:** Suffolk County Bar Association

**Born:** Manhattan, New York, November 1, 1962.

**Outside Interests:** Mr. Larkin is an avid downhill skier. His other outside interests include racing sailboats on the south shore of Long Island from the spring through late autumn with the South Bay Cruising Club.

*References available upon request.*

**Michael K. Chin** has been admitted to practice law in New York since 1994. He joined Montfort, Healy, McGuire & Salley in 2008. Mr. Chin began his career as an associate and later trial attorney with a commercial litigation firm and was later associated with a prominent Manhattan based firm where he specialized in the representation of both physicians and healthcare institutions in medical malpractice litigation.

During his career, Mr. Chin has tried and litigated matters in many areas of products liability, premises liability, commercial litigation, and representation of physicians and medical institutions. Mr. Chin has successfully defended corporate entities, physicians, medical institutions, and building owners during mediations as well as jury trials. Mr. Chin has also drafted and argued appeals before the Appellate Division of the State of New York.

**Admitted:** New York State Bar in 1994; Federal District Court for the Southern and Eastern Districts of New York in 1994.

**Education:** St. John's University; Hofstra University School of Law.

**Associations:** President, Church Council, St. John's Evangelical Lutheran Church.

**References available upon request.**

**Robert J. Pape, Jr.** was admitted to practice law in New York in 1983. He joined Montfort, Healy, McGuire & Salley as a senior associate in July of 2010. Mr. Pape began his career as a Deputy County Attorney for the County of Nassau in 1983 and during the course of his career as a trial attorney has worked for several insurance carriers including General Accident, Royal and Sun Alliance and One Beacon Insurance. During that time he has defended municipal, corporate and private individuals in litigation involving premises liability, wrongful death, municipal liability, automobile liability and labor law liability. Mr. Pape has been successful in resolving litigation through jury trial, mediation, arbitration and motion practice.

Mr. Pape was honored to serve his community for 13 years as a Village Justice and as Acting Village Justice for the Village of Stewart Manor. In addition, Mr. Pape has been the Village Attorney for the Village of South Floral Park for the past 25 years.

**Admitted:** New York State Bar 1983; U.S. District Court Eastern District of New York, 1985; U.S. District Court Southern District of New York, 1985.

**Education:** Albany Law School Union University, Albany, New York J.D., 1982; Adelphi University, Garden City, New York B.A., 1979.

**References available upon request.**

**Lindsey Brown** was admitted to practice law in New York in April 2016. She joined the firm in August 2015 and is currently an associate attorney. Lindsey received her Juris Doctorate from Touro College Jacob D. Fuchsberg Law Center in May 2015. Lindsey worked full time as a paralegal at a New York law firm specializing in personal injury litigation while attending law school at night. Lindsey graduated with a B.A. in Psychology from Long Island University, where she was a Dean's List student. She is a member of the Nassau County Bar Association. She is also a volunteer for the United Cerebral Palsy Association of Greater Suffolk where she helps to organize and conduct an annual fund raising event.

**Admitted:** New York State April 6, 2016.

**Education:** Touro College Jacob D. Fuchsberg Law Center, May 2015 J.D.; Long Island University at C.W. Post Campus, May 2009, B.A.

**Areas of Practice:** tort law; insurance law; personal injury litigation; and medical malpractice defense.

***References available upon request.***



COUNTY OF NASSAU

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

1. Name of the Entity: Montfort, Healy, McGuire & Salley, LLP

Address: 840 Franklin Avenue

City, State and Zip Code: Garden City, New York 11530

2. Entity's Vendor Identification Number: 11-2105183

3. Type of Business: Public Corp Partnership X 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):

James M. Murphy : [REDACTED]

Christopher T. Cafaro : [REDACTED]

Jeffrey D. Present : [REDACTED]

Michael J. Boranian : [REDACTED]

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

James M. Murphy : [REDACTED]

Christopher T. Cafaro : [REDACTED]

Jeffrey D. Present : [REDACTED]

Michael J. Boranian [REDACTED]

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

None

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

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

None

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

None

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

None

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

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

Dated: April 10, 2017

Signed: James M. Murphy

Print Name: James M. Murphy

Title: Managing Partner

## 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) Montfort, Healy, McGuire & Salley, LLP, with an office located at 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT16000012 between the County and Counsel, executed on behalf of the County on July 25, 2016 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from April 12, 2016 until April 11, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Twenty-five Thousand Dollars (\$125,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 11, 2018.

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

f  
[Remainder of Page Intentionally Left Blank.]

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

MONTFORT, HEALY, MCGUIRE & SALLEY LLP

By: James M. Murphy  
Name: James M. Murphy  
Title: Managing Partner  
Date: April 10, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 10th day of April in the year 2017 before me personally came James M. Murphy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Montfort, Healy, McGuire & Salley 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

GAYLE C. THOMAS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01TH6165862  
Qualified in Nassau County  
My Commission Expires May 14, 2019

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

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

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

Contract ID#: CQAT16000012



Department: County Attorney

Received 7/27/16

E-144-16

R176

## Contract Details

SERVICES: Outside counsel

NIFS ID #: CQAT16000012

NIFS Entry Date: 05/16/2016

Term: April 12, 2016-April 11, 2017

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input 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 Montfort, Healy, McGuire & Salley LLP	Vendor ID# [REDACTED]
Address 840 Franklin Avenue P.O. Box 7677 Garden City, NY 11530	Contact Person Michael J. Boranian, Esq.  Phone (516) 747-4082

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) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	5/20/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/20/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	5/20/16	[Signature]	
5/20/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/20/16	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
6/1/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/1/16	[Signature]	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/27/16	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/27/16	[Signature]	

2016 JUL 27 PM 3:00  
COUNTY ATTORNEY  
CLERK



## Contract Summary

Description: New outside counsel contract

Purpose: This is a new outside counsel contract to represent the County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law in which the Department has determined Counsel to be qualified: Torts, Commercial Litigation, Construction Litigation, Appellate Practice, Commercial Transactions, Environmental Law, 1983 Federal Civil Rights Actions. As of the commencement of this agreement, Counsel has been assigned the following case: Karen Rochester as Mother and intended Administratrix of the Estate of Collin T. Rochester, v. County of Nassau, Mario Mustopierro, Christopher M. McCarthy, individually and in their official capacities, and John Does #1-20 et al., Index # 16-CV-6017. Counsel will be representing P.O. Christopher M. McCarthy.

Method of Procurement: A Request for Qualification was issued and a panel established. Montfort, Healy, McGuire & Salley LLP is on this panel. The firm has been determined to be qualified by the Department in the areas of law listed above. Counsel was assigned the case provided above after the Pascarella Law Firm withdrew from the case due to a conflict of interest. The County Attorney requested proposals from three firms on the panel (Montfort Healy; Monteiro & Fishman LLC; and Hopkins & Kopilow) for representation in this matter. Montfort Healy was chosen due to their experience in the subject matter, case strategy, and proposed budget for the case.

Procurement History: See method of procurement above.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: \$125,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted

## Advisement Information

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

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$125,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$125,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$125,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$125,000.00</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: <i>Michael S. Cohen</i>	Name: <i>[Signature]</i>	Date: <i>5/27/16</i>
Date: <i>6/27/2016</i>	Date: <i>6/27/16</i>	(For Office Use Only)
		E #:



A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY ATTORNEY'S OFFICE, AND MONTFORT, HEALY,  
MCGUIRE & SALLEY LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6/6/16  
VOTING  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Montfort, Healy, McGuire & Salley LLP to provide legal services, a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with Montfort, Healy, McGuire & Salley 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: Montfort, Healy, McGuire & Salley LLP  
(CQAT16000012)

CONTRACTOR ADDRESS: 840 Franklin Avenue, Garden City, NY 11530

FEDERAL TAX ID #:                     

---

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

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

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

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

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

**III. ☐ 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. Montfort, Healy, McGuire & Salley LLP has been added to this panel. The firm has been determined to be qualified by the Department in the areas of law listed in the attached documents and assigned the case provided in the attached documents, after a review of the panel, based on the firm's experience, expertise in the subject matters, 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-a, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

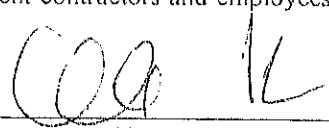
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

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

5/15/16  
\_\_\_\_\_  
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.

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Montfort, Healy, McGuire & Salley LLP, with an office located at 840 Franklin Avenue, P.O. Box 7677, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

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

1. Term. This Agreement shall commence on April 12, 2016 and shall terminate on April 11, 2017, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial case assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines ("Guidelines") provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.



3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner: \$225.00

(ii) Of Counsel: \$225.00

(iii) Associate: \$200.00

(ii) Paralegal: \$90.00

(iii) Law Clerk: \$90.00

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

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

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

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

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed

prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

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

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

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this



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

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

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

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

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

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

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have

a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

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

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

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

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

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

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

16. Work Performance Liability. The Counsel is and shall remain primarily liable for the

successful completion of all work in accordance this Agreement irrespective of whether the Counsel is using a Counsel Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Counsel Agent has been approved by the County.

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

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

MONTFORT, HEALY, MCGUIRE & SALLEY LLP

By: *Donald S. Neumann, Jr.*

Name: Donald S. Neumann, Jr.

Title: Managing Partner

Date: April 28, 2016

NASSAU COUNTY

By: *Charles Robert*

Name: Charles Robert

Title: County Executive

☐ Deputy County Executive

Date: 7/28/16

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of April in the year 2016 before me personally came Donald S. Neumann, Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Montfort, Healy, McGuire & Salley 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.

*Janis Sukel*  
NOTARY PUBLIC

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01806255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020

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

On the 25 day of July in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **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.

*Sumariha Gaf*  
NOTARY PUBLIC



## Appendix A

Case assigned to Counsel as of the commencement of this Agreement:

Karen Rochester as Mother and intended Administratrix of the Estate of Collin T. Rochester, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy, individually and in their official capacities, and John Does, #1-20, et al., Index No. 10-CV-6017

Additional cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Torts;
2. Commercial Litigation;
3. Construction Litigation;
4. Appellate Practice;
5. Commercial Transactions;
6. Environmental Law;
7. 1983 Federal Civil Rights Actions.

The Department may qualify Counsel in additional areas of law.



## **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:

Donald S. Neumann, Jr. (Name)

840 Franklin Avenue, P.O. Box 7677  
Garden City, NY 11530-7677 (Address)

516-747-4082 (Telephone Number)

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

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

---

---

---

---

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

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

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

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

April 28, 2016  
Dated

Donald S. Neumann, Jr.  
Signature of Chief Executive Officer

Donald S. Neumann, Jr.  
Name of Chief Executive Officer

Sworn to before me this

28th day of April, 2016

Janet Sokol  
Notary Public

JANET SOKOL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SO6255664  
Qualified in Nassau County  
My Commission Expires February 06, 2020