



E-46-18

**NIFS ID:**CQTV18000001      **Department:** Traffic & Parking Violations**Capital:****SERVICE:** Collection**Contract ID #:**CQTV18000001**NIFS Entry Date:** 12-JAN-18**Term:** from 01-JAN-18 to 31-DEC-20

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

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

<b>Vendor Info:</b>	
Name: <b>Campanelli &amp; Associates, P.C.</b>	Vendor ID#: [REDACTED]
Address: 1757 Merrick Ave Suite 203 Garden City, NY 11530	Contact Person: Andrew Campanelli
	Phone: 516-746-1600

<b>Department:</b>	
Contact Name: Dave Rich	
Address:	
Phone: 516-572-2178	

2018 APR 12 A 10:42  
 OFFICE OF THE CLERK  
 NASSAU COUNTY  
 JUDICIAL BRANCH

**Routing Slip**

Department	NIFS Entry: X	12-JAN-18 -- DRICH
Department	NIFS Approval: X	12-JAN-18 -- DRICH
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-FEB-18 -- APERSICH
OMB	NIFS Approval: X	16-FEB-18 -- APERSICH
County Atty.	Insurance Verification: X	16-JAN-18 -- AAMATO
County Atty.	Approval to Form: X	17-JAN-18 -- NSARANDIS

Dep. CE	Approval: X	09-APR-18 -- TFOX
Leg. Affairs	Approval/Review: X	04-APR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> Services involving the collection of outstanding debt for those vehicles, where there are lien holders or lease holders, that are subject to the County's Immobilization ordinance, Title J in the Administrative Code. The scofflaw definition is 2 or more unresolved parking summonses or Photo Enforcement Notices of Liability (NOL's).
<b>Method of Procurement:</b> RFP. Campanelli & Associates, P.C. was selected as the awardee.
<b>Procurement History:</b> This is the first time TPVA has awarded a contract for the special collection services.
<b>Description of General Provisions:</b> The Traffic and Parking Violations agency will assign scofflaw eligible tickets along with photo enforcement NOL's as outlined in the contract to Contractor for collection. Contractor will provide a variety of services associated with collection, including but not limited to initiating a call center, and interfacing with TPVA's computer system.
<b>Impact on Funding / Price Analysis:</b> No cost to the County. Vendor is paid from proceeds of collection.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		1	TVGEN1000DE500	\$ 0.01
Control:	TV	Contract:				\$ 0.00
Resp:	1000	County	\$ 0.01			\$ 0.00
Object:	DE	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 0.01		TOTAL	\$ 0.01
RENEWAL						
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Campanelli & Associates, P.C.

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a New

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

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

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

3. Contract Term: 3 years

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

If yes, please explain:

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

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

Services involving the collection of outstanding debt for those vehicles, where there are lien holders or lease holders, that are subject to the County's Immobilization ordinance, Title J in the Administrative Code. The scofflaw definition is 2 or more unresolved parking summonses or Photo Enforcement Notices of Liability (NOL's).

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CUSS17000002	01-JAN-17	11900000

## 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.

APERSICH

16-FEB-18

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

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

RULES RESOLUTION NO.    – 2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C.

WHEREAS, the County has negotiated a personal services agreement with Campanelli & Associates P.C. creating and implementing a scofflaw collection program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Campanelli & Associates P.C.

Jack Schnirman  
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: Campanelli & Associates, P.C.

CONTRACTOR ADDRESS: 1757 Merrick Ave, Ste. 204, Merrick NY 11566

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 June 16, 2017 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 7, 2017 [date]. 3 [state #] proposals were received and evaluated. The evaluation committee consisted of: C. Gomoka, G. Giambruno, P. Rail, J. Watson, J. Marks, D. Rich

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

  
Department Head Signature

3/22/18  
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.





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?

Please See Attached.

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

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

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

Vendor: Campanelli & Associates, P.C.

Dated: 12/6/17

Signed: [Signature]

Print Name: Andrew J. Campanelli

Title: President

**POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM**  
*January 1, 2013 through December 6, 2017*

To the best of my knowledge, the list below details all political contributions made by Campanelli & Associates, P.C., or its principal, including but not limited to, all of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County Elective Offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, and any County Legislator:

**Contributions 2017**

<u>Contributor</u>	<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
None	None	None	\$0.00

**Total Contributions 2017 = \$0.00**

**Contributions 2016**

<u>Contributor</u>	<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
Andrew J. Campanelli	Nassau County Republican Committee	5/10/2016	\$200

**Total Contributions 2016 = \$200**

**Contributions 2015**

<u>Contributor</u>	<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
Andrew J. Campanelli	Friends of Judge Paul Meli	5/1/2015	\$125

**Total Contributions 2015 = \$125**

Contributions 2014

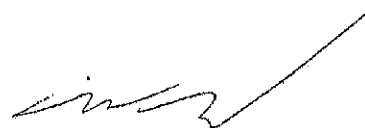
<u>Contributor</u>	<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
Andrew J. Campanelli	Friends of Ed Mangano	12/1/2014	\$125

Total Contributions 2014 = \$125

Contributions 2013

<u>Contributor</u>	<u>Recipient</u>	<u>Date</u>	<u>Amount</u>
Campanelli & Associates, P.C.	Friends of Ed Mangano	12/12/2013	\$150

Total Contributions 2013 = \$150



Andrew J. Campanelli

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Andrew J. Campanelli  
Date of birth 8 / 15 / 1961  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 1757 Merrick Avenue, Suite 204  
City/state/zip Merrick, New York 11566  
Telephone Office (516) 746-1600 Hor  
Other present address(es) None  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 10 / 30 / 2007 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder 10 / 30 / 2007  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO \_\_\_\_ If Yes, provide details. I am 100% shareholder & sole Director.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or 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, Andrew J. Campanelli, 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 15<sup>th</sup> day of December 2017



Notary Public

Campanelli & Associates, P.C.  
Name of submitting business

Andrew J. Campanelli  
Print name

  
Signature

President  
Title

12 / 06 / 2017  
Date

MICHAEL R. VALENTE  
Attorney at Law  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01VA6327783  
Qualified in Suffolk County  
Commission Expires July 13, 2018

### 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: 12/15/2017

1) Proposer's Legal Name: Campanelli & Associates, P.C.

2) Address of Place of Business: 1757 Merrick Ave Suite 204 Merrick NY 11566

List all other business addresses used within last five years:

623 Stewart Avenue, Suite 203 Garden City NY 11530

3) Mailing Address (if different): Same

Phone : (516) 746-1600

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 26-1471501

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership X  
Corporation 1 Other (Describe) \_\_\_\_\_

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

Yes     No X If Yes, please provide details: \_\_\_\_\_

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



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No 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.  
**Please see next page.**

**Campanelli & Associates, P.C.**

**Procedures/Practices to Avoid Conflicts of Interest with the County**

To avoid not only conflicts of interest, but also any appearance of impropriety, our firm abstains from any involvement in political campaigns and/or causes in Nassau County, and severely limits any forms of contributions to same. We are also not actively involved, and have not been actively involved, in statewide or national campaigns or political parties.

No principal or employee of our firm is a member of, nor participates in, any political committee or committees in Nassau County. No employee of our firm plays any active role in any political campaigns for persons running for Nassau County offices. We do not garner signatures for candidates for Nassau County offices. Neither the firm nor its principal distributes political materials or signs for Nassau County political candidates, nor do we post same.

Any political contributions made by the firm, or its principal, are typically limited to a maximum cumulative total of \$450 per calendar year.

This means that the cumulative sum total of all political contributions to any political parties, candidates or causes in a calendar year shall not typically exceed \$450.

Contemporaneously, we typically limit contributions to any single candidate to \$175, or \$200 to any specific political party, in a given calendar year.

We do not give gifts to Nassau County elected officials, or appointed officials, or their relatives. Nor do we accept gifts from them.

We do not employ Nassau County elected officials, appointed officials, or their relatives, directly or indirectly. We also abstain from doing business with entities which are owned by Nassau County elected officials, appointed officials, or their relatives.

During the Christmas and Hanukkah holidays, we do give small tokens of our appreciation to low-level County employees (i.e. the electronic filing clerks at the County Clerk's office whom we have never actually met) which typically consist of a small box of cookies or chocolates, which do not exceed \$10 in value. However, we do not give such token gifts to any elected officials, appointed officials, or anyone whose position with the County consists of an executive role or supervisory role for the County, or anyone who is responsible for representing the County's interests in the contracting process within which our firm can be retained to provide services to the County.

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

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 Nassau County Police Department

Contact Person Patrick Ryder, Acting Police Commissioner

Address 1490 Franklin Avenue

City/State Mineola. NY 11501

Telephone (516) 573-7296

Fax #

E-Mail Address

Company Barket, Marion, Epstein & Kearon, LLP.  
Contact Person Kevin T. Kearon, Esq.  
Address 666 Old Country road, 7th Floor  
City/State Garden City, NY 11530  
Telephone (516) 745-1500  
Fax # (516) 745-1245  
E-Mail Address kkearon@barketmarion.com

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Company \_\_\_\_\_  
Contact Person Fred Perry, Esq.  
Address 175 Deer Park Avenue  
City/State Dix Hills, NY 11746  
Telephone (631) 271-9500  
Fax # (631) 271-9528  
E-Mail Address

# 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, Andrew J. Campanelli, 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 15<sup>th</sup> day of December 2017



Notary Public

Name of submitting business: Campanelli & Associates, P.C.

By: Andrew J. Campanelli

Print name

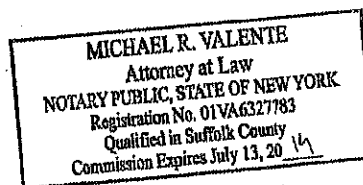
Signature

President

Title

12 / 15 / 2017

Date



Business History Form  
Supplement  
Campanelli & Associates, P.C.

Section A

i) *Date of Formation;*

Campanelli & Associates, P.C. was formed on October 30, 1997, as the successor in interest to a law firm established by Andrew J. Campanelli, which has been operating since 1995.

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

The sole Officer, Director, Shareholder and person holding a financial interest in the firm is Andrew J. Campanelli.

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

Andrew J. Campanelli  
President and sole Officer and Director

iv) *State of Incorporation;*

New York

v) *The number of employees in the firm;*

Five (5) full time  
Part time employees vary from season to season

vi) *Annual Revenue;*

2016 annual revenue totaled six hundred fifty six thousand four hundred five dollars. - **CONFIDENTIAL**

vii) *Summary of relevant accomplishments;*

The principal of Campanelli & Associates, P.C., Andrew J. Campanelli contracted to handle all of Nassau County's misdemeanor DWI forfeiture cases in 2001. In his first year of handling such cases, he increased the rate of dispositions of the County's forfeiture cases by one thousand five hundred (1,500%) percent, and increased the revenue being generated by the program by one thousand eight hundred (1,800%) percent, prevailing in 99% of the cases he handled, and collecting in excess of one million dollars (\$1,000,000.00) for the County. See Appendix N - the 2002 year-end progress report annexed hereto at pages 4 and 6.

In 2014, the County again hired Mr. Campanelli's firm to handle the prosecution of more than 1,000 vehicle forfeiture cases annually. Once again, his firm has operated the County's DWI vehicle seizure program in a successful and extremely efficient manner, with a success rate of approximately ninety nine point seven (99.7%) percent and generating and/or collecting revenues and assets in excess of one million (\$1,000,000.00) dollars annually..

To date, Mr. Campanelli and his firm have handled the *prosecution* of more than 5,000 of the County's DWI vehicle forfeiture cases, with a success rate of roughly ninety nine (99%) percent,<sup>1</sup> and he has *defended* nearly 200 DWI vehicle forfeiture cases within a success rate of roughly ninety four (94%) percent.<sup>2</sup>

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<sup>1</sup>For purposes of this disclosure, the *prosecution* "success rate" refers to cases which were successfully resolved in favor of the County, meaning that either: (a) the subject vehicle was forfeiture to the County, (b) in the case of a leased or liened vehicle, the County forced the vehicle to go back to the leasing or finance company, which paid all of the County's expenses, or (c) the County obtained some other favorable resolution (such as the vehicle went back to an innocent owner who not only contracted that they would never again permit the drunk driver to operate their vehicle, but who also paid all of the County's expenses).

<sup>2</sup> For purposes of this disclosure, the *defense* "success rate" refers to cases which were successfully resolved in favor of the defendant, which means the defendants got their cars back, and paid nothing to settle the forfeiture case which had been brought against them.



vii) *Copies of all state and local licenses and permits;*

Firm Principal, Andrew J. Campanelli, is licensed to practice law within the States of New York and Connecticut.

He is admitted (i.e. licensed) to practice within the following jurisdictions and Courts:

United States Supreme Court

United States Court of International Trade

United States Court of Appeals for the First Circuit

United States Court of Appeals for the Second Circuit

United States Court of Appeals for the Fifth Circuit

United States Court of Appeals for the Sixth Circuit

United States Court of Appeals for the Seventh Circuit

United States Court of Appeals for the Eighth Circuit

United States Court of Appeals for the Ninth Circuit

United States Court of Appeals for the Eleventh Circuit

United States Court of Appeals for the Federal Circuit

United States District Court, Eastern District of Arkansas

United States District Court, Western District of Arkansas

United States District Court, District of Colorado

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

United States District Court, Southern District of Illinois

United States District Court, District of Nebraska

United States District Court, Northern District of New York

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Western District of New York

United States District Court, District of North Dakota

United States District Court, Eastern District of Wisconsin

State of New York

State of Connecticut

Note: *Pro Hac Vice* Admissions (admissions in other States) are not listed.

Section B.


Indicate the number of years in business.

Twenty (22) two.

Section C.

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

Please see response A, vii) and the 2002 Year-End Summary and Final Progress Report annexed hereto.



---

Andrew J. Campanelli

Nassau County DWI Seizure Program

**2002 Year-End Summary and  
Final Progress Report**

To: Judith Jacobs  
Presiding Chairperson  
Nassau County Legislature  
1 West Street  
Mineola, NY 11501

To: Detective Lieutenant Michael J. Fleming  
Commanding Officer  
Asset Forfeiture Bureau  
Nassau County Police Department  
1490 Franklin Avenue  
Mineola, NY 11501

To: Lorna B. Goodman, Esq.  
Nassau County Attorney  
Office of The County Attorney  
1 West Street  
Mineola, NY 11501

**CONFIDENTIAL AND PRIVILEGED**

This report has been prepared and is being transmitted to the above-listed recipients pursuant to the explicit terms of a contract for the provision of legal services between ANDREW J. CAMPANELLI, P.C., as attorneys, and The County of Nassau, as the client. The content of this report is confidential and subject to attorney-client and/or other privileges, as it contains attorney work product, information concerning litigation strategy and/or other sensitive or confidential information not intended to be released to anyone other than the client to whom the undersigned attorneys are providing legal services. The information contained in this report includes, among other things, information concerning the commencement, progress and status of matters in active litigation and is intended for the sole use of the addressees listed hereinabove, as the intended recipients of this report, as expressly authorized by the Nassau County Legislature, The Nassau County Police Department and the Offices of the County Executive and the County Attorney.

*Submitted By:*

Special Counsel to the County of Nassau

ANDREW J. CAMPANELLI P.C.  
310 Old Country Road, Suite 103  
Garden City, New York 11530  
(516) 746-2678

### Introduction

This year represented the first year within which my firm assumed the prosecution of all of the County's misdemeanor DWI civil forfeiture actions.

As of the date of this report, my firm has prosecuted and is currently prosecuting a *cumulative* total of 2,547 civil forfeiture actions as Special Counsel to the County.

I am happy to report that through hard work, exceptionally long hours and unrelenting determination, my firm has achieved significant progress towards: (a) alleviating the County's DWI case backlog, (b) creating procedures which have been implemented through my office and through which the County's cases are now being expedited, (c) reducing the expenses being incurred by the County under its DWI seizure program and simultaneously (d) maximizing the revenues being realized by the County under the program.

While we have achieved dramatic success towards achieving each of these goals, it would be impracticable to attempt to detail all that has been accomplished by my firm within the past year.

To best enlighten County representatives with regard to my firm's achievements in the successful prosecution of the County's cases, and the overall improvements we have implemented with regard to the County's program, I provide herein below a summary of several key indicia which are emblematic of our achievements.

I. Disposition of Civil Forfeiture Actions and Related Vehicles

As of the date my firm was retained to represent the County with regard to these civil forfeiture actions, the County was in possession of as many as 1,400 vehicles which had been seized from persons arrested for DWI. Each and every one of these vehicles was representative of a separate civil forfeiture lawsuit which the County was required to commence, and in which the County was required to prevail, if it was to dispose of each respective vehicle.

By virtue of my firm's commitment to aggressively prosecute these cases as rapidly as the law permitted, this year my firm secured the disposition of over one thousand (1,000) of the County's civil forfeiture cases and disposed of over one thousand related vehicles.

As illustrated by the graph on the following page, this represents a one thousand five hundred (1,500%) percent increase from the average number of cases which were being disposed of annually by the County, during the three year period within which the County was prosecuting these cases.

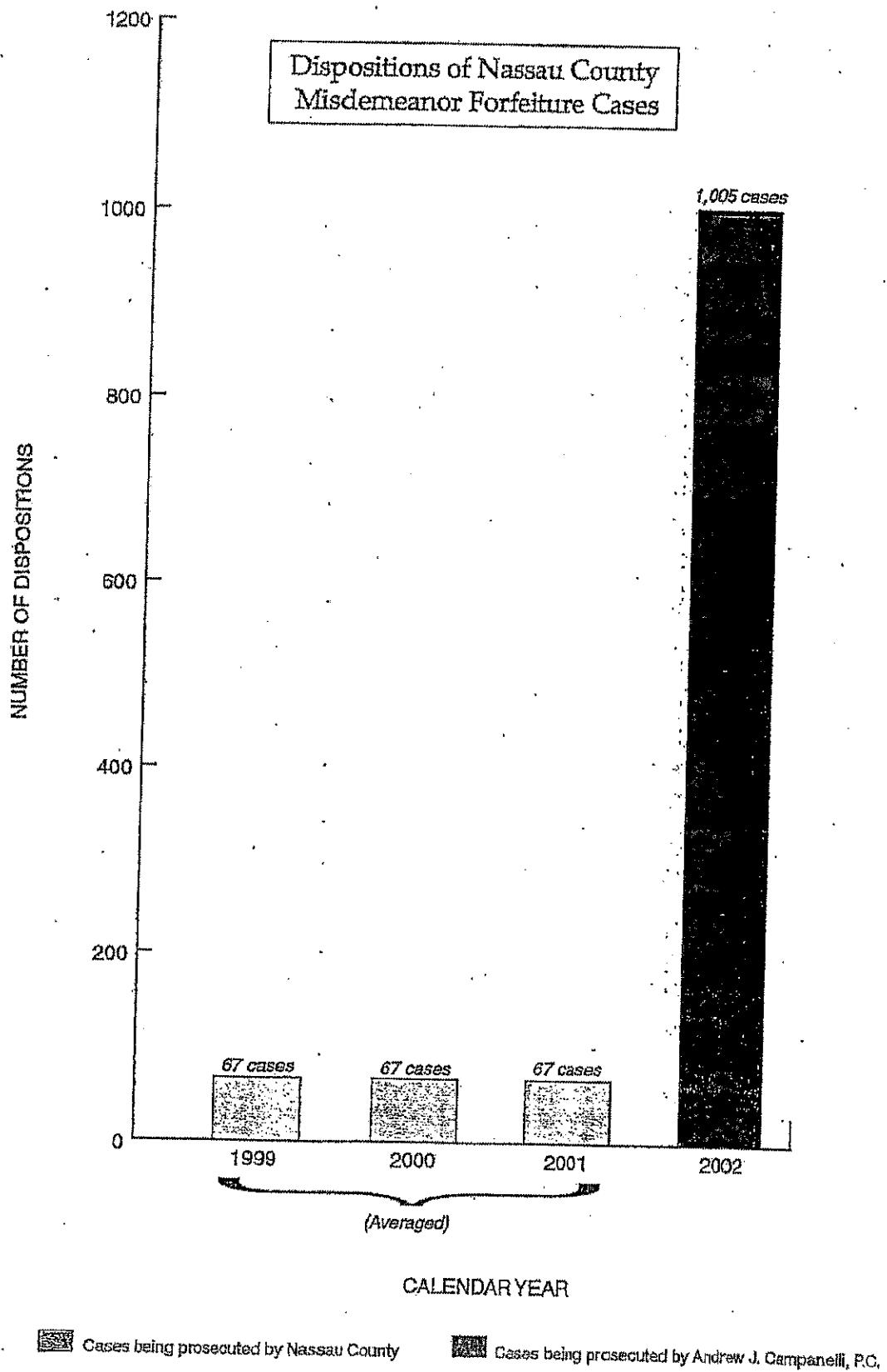
In disposing of over 1,000 of the County's forfeiture lawsuits, our success rate in obtaining judgments of forfeiture and/or other resolutions favorable to the County was over ninety-nine (99%) percent.

This 99% success rate included three hundred and fifty (350) cases in which the County was legally in default at the time my firm was retained. We ultimately prevailed and obtained judgments of forfeiture in 342 out of those 350 cases.

Moreover, within the context of these lawsuits, formidable legal assaults upon the County's DWI seizure program were launched by defendants which included, but were not limited to, GMAC (General Motors Acceptance Corporation), Ford, Nissan, Honda, and BMW. My firm was successful in defeating each and every one of these legal attacks.

In addition to the more than 1,000 cases and cars disposed of, my firm has drafted and filed hundreds of motions seeking summary judgment, default judgments, orders of attachment and stays, within the remaining cases which currently remain pending.

We have also obtained judgments of forfeiture and/or vehicle titles in an additional 100-150 cases and we are working in cooperation with the Nassau County Police Department to bring the respective vehicles to auction. The next auction has been scheduled for January 21, 2003.



## II. Increase of Revenues Generated by the DWI Seizure Program

Although the primary goal of the DWI seizure program is to reduce the number of DWI offenses being committed within the County and thereby increase public safety,<sup>1</sup> I have employed my best efforts to not only prosecute Nassau County's civil forfeiture cases expeditiously, but also in a manner which would maximize any concomitant financial benefits which the County might realize under the program.

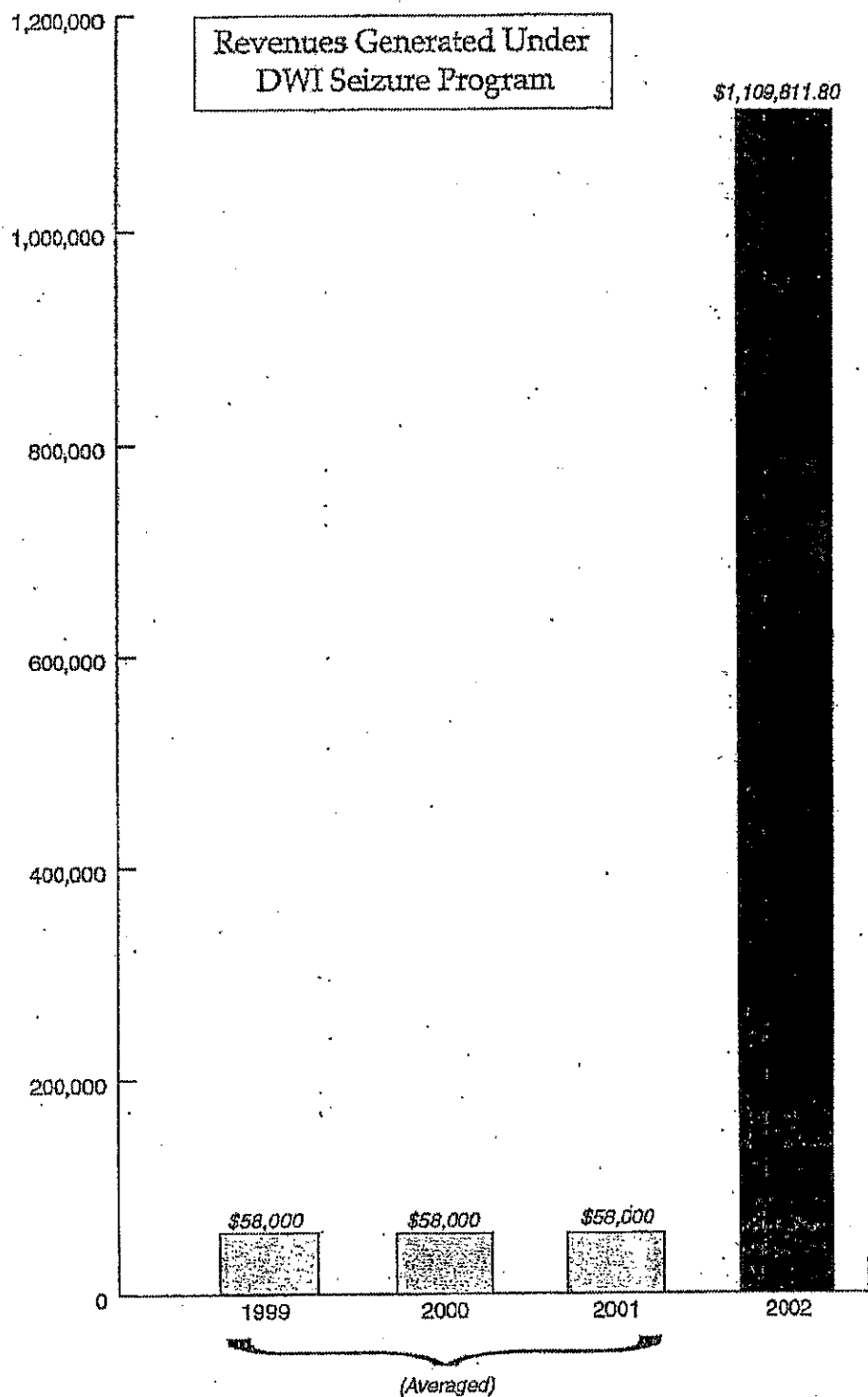
In this, my first year of handling the County's forfeiture program, I have increased the revenues generated under the program by one thousand eight hundred (1,800%) percent and I have collected and turned over to the County monies totaling in excess of one million one hundred thousand (\$1,100,000.00) dollars.

The graph provided on the following page is emblematic of the dramatic improvement achieved within my first year managing the program as compared to the three years during which the program was managed by the County.

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<sup>1</sup> A goal which has been achieved by the program which has been credited with reducing the number of DWI offenses within the County by 36% and the number of DWI accidents within the County by 26%.

REVENUES COLLECTED AND TURNED OVER TO NASSAU COUNTY



CALENDAR YEAR

Revenues generated while cases were  
being prosecuted by Nassau County

Revenues generated while cases were  
being prosecuted by Andrew J. Campanelli, P.C.



### III. Increased Sales Prices Realized For Cars Sold Under The Program

As of the date my firm was substituted as Counsel for the County within these cases, the County was realizing an average sales price of approximately \$583.00 per vehicle for those vehicles which had been sold under the seizure program. Under the circumstances, one of my goals was to undertake whatever efforts might be necessary to increase the average sales price obtained in the sale of these vehicles.

In addition to retaining the services of a professional auctioneer (at my expense), I implemented aggressive marketing efforts to increase awareness of the auctions, increase auction attendance and thereby realize greater sales prices at auction.

To supplement the standard auction legal notice which we are required to publish by law, we immediately began publishing advertisements regarding the auctions in publications traditionally oriented exclusively to sales of used automobiles and other properties (*e.g. The Buylines et al.*).

In addition, my auctioneer and I set-up and currently maintain two internet web sites through which interested persons can obtain auction information including the date, time and location of each auction, driving directions and terms of payment/sale. We also upload an inventory of the particular vehicles which are to be offered at the auction and provide the year, make, model, VIN number, mileage and current photographs of each vehicle to be sold, generally within 5 to 7 days before the date of each respective auction.<sup>2</sup>

Each person who has registered at any previous County auction is automatically notified of the next auction by e-mail, or by as many as 3,000 post cards which are mailed out for each auction. Finally, I file and/or post notices of the auction upon the community events calendars in local town newspapers such as those published by *Anton Newspapers* and *The Herald*, and on as many as ten Long Island based web sites which provide public information and calendars of events occurring within the Long Island Community.

As a result of these cumulative efforts, at my last auction on December 10, 2002, there were over 600 potential bidders in attendance and the average per-car sales price was increased by approximately two hundred fifty (250%) percent.<sup>3</sup>

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<sup>2</sup> At my December 10, 2002 auction, my staff offered free "2003 daily planners" which bore the address of the web site upon which I personally post the above-referenced auction information. Over 400 attendees of this auction requested and were provided with one of these daily planners. The cost of the daily planners, (approximately \$1,000.00) was borne at my expense rather than at the expense of the County.

<sup>3</sup> Excluding salvage or "totaled" vehicles.

#### **IV     Reduction of Costs Being Incurred by the County under the Program**

As of the date my firm was substituted as Counsel for the County within these cases, the County was incurring storage expenses well in excess of \$1,000.00 per day, for the storage of DWI seized vehicles.

By virtue of my firm's rapid disposition of the County's cases, and herculean efforts by the Nassau County Police Department Asset Forfeiture Bureau and Property Clerk, which moved as many as 700 vehicles to the County's auction site for sale, and additionally relocated as many as 600 additional DWI seized vehicles from private lots to property which the County currently occupies cost-free, these storage costs have been reduced by ninety (90%) percent, to approximately \$100.00 per day.

#### **V     Increased Legal Challenges**

Notwithstanding all of the success we achieved this year with regard to alleviating the County's DWI case backlog, and improving the process by which these cases are prosecuted, the prosecution of the County's forfeiture cases has presented an ever increasing challenge.

Legal attacks upon the County's DWI seizure program have increased in both intensity and complexity, thereby presenting a theater of unrelenting legal battles launched against the program. Addressing these challenges requires the devotion of constant resources and ever increasing efforts to defend the program and its continued implementation.

As of the date of this report, numerous constitutional attacks have been asserted and simultaneously remain pending before the New York State Supreme Court, Nassau County, The Supreme Court, Appellate Division, Second Department, and the United States District Court, E.D.N.Y. (Central Islip). If any of these defendants<sup>4</sup> were to prevail within their respective challenge, the County's entire forfeiture program could be "voided" by a single judicial determination.

To minimize the likelihood of such an event, we have, in agreement with the Police Department and the Office of the County Attorney, implemented new procedural safeguards to afford DWI defendants a level of "due process" intended to insulate the County's seizure program against successful constitutional challenges.

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<sup>4</sup> Or plaintiffs who have commenced actions against the County as a result of the seizure of their respective motor vehicle.

As a result of these implementations, however, the burdens presented in the prosecution of Nassau County's DWI civil forfeiture cases have been increased significantly.

As a result of recent forfeiture cases which include Krimstock v. Kelly,<sup>5</sup> County of Nassau v. Bigler,<sup>6</sup> and Lashuk v. County of Nassau,<sup>7</sup> we have been constrained to implement a procedure by which defendants whose cars have been seized incident to a DWI arrest may raise an immediate challenge to the County's continued retention of their vehicle.

This mechanism enables a defendant to challenge the County's continued retention of their motor vehicle by merely mailing a demand for the return of their vehicle to the Nassau County Police Department:

In the event that they do so, the County is legally required to make an application to the Supreme Court, Nassau County, for provisional relief in the form of an order of attachment which authorizes the County to retain possession of the respective vehicle while the civil forfeiture action remains pending.

Since this mechanism has been implemented, the number of demands received, and responsive motions being drafted and filed by my firm, has begun to increase exponentially.

While my firm possesses the resources to keep pace with the demands, the burden of deciding these motions for provisional relief falls upon the Judge to whom all of these cases have been assigned, as well as his staff, who are already burdened beyond the Court's reasonable capacity.

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<sup>5</sup> Krimstock v. Kelly, 2002 U.S. App. Lexis 19182.

<sup>6</sup> County of Nassau v. Bigler, Supreme Court, Nassau County 99-025915 (November 13, 2001 Hon. Robert Roberto Jr.).

<sup>7</sup> Lashuk v. County of Nassau, Supreme Court, Nassau County 02-013272 (December 17, 2002 Hon. Robert Roberto Jr.).

### Conclusion

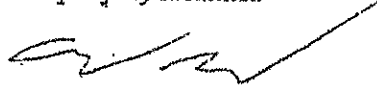
As reflected within this year-end report, my firm has achieved remarkable success in addressing the County's forfeiture case backlog, prosecuting the County's cases efficiently and successfully, and defending the entire DWI seizure program from continuous legal attacks.

Notwithstanding the positive achievements reflected within this report, however, significantly more work remains to be done. As of the date of this report, there remains a total of 1,542<sup>8</sup> open forfeiture actions which my firm continues to prosecute as Special Counsel to the County.

I fully expect that the continued prosecution of these, and any future cases, will be subjected to the increased legal challenges described herein.

It is my intent to ensure that the progress and success I have achieved in prosecuting the County's forfeiture cases during the 2002 year is not hindered by these developments, and that continued improvements are realized in the 2003 year and beyond.

*Respectfully submitted*



Andrew J. Campanelli, President  
ANDREW J. CAMPANELLI, P.C.  
310 Old Country Road, Suite 103  
Garden City, New York 11530  
(516) 746-2678

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<sup>8</sup> Nearly two hundred (200) of these new cases were referred to my office in November and December alone.

COUNTY OF NASSAU

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

1. Name of the Entity: Campanelli & Associates, P.C.

Address: 1757 Merrick Avenue, Suite 204

City, State and Zip Code: Merrick, NY 11566

2. Entity's Vendor Identification Number: 26-1471501

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

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

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

Andrew J. Campanelli 9 Brompton Road, Merrick NY 11566

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.

Andrew J. Campanelli 9 Brompton Road Merrick NY 11566

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

None

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

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

None

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

None

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

None

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

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

Dated: 12/15/2017

Signed: \_\_\_\_\_

Print Name: Andrew J. Campanelli

Title: President

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



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 on behalf of the County Department of Nassau County Traffic and Parking Violations Agency, having its principal office at 16 Cooper St. Hempstead (the "Department" or "TPVA"), and (ii) Campanelli & Associates, P.C., a New York State Professional Corporation, having its principal office at 1757 Merrick Ave., Suite 204, Merrick, NY 11566 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2018 and terminate on December 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of creating and implementing a scofflaw collection program within which the Contractor shall seek to collect such delinquent monies from any and all parties who may have possessed an interest in the motor vehicles which were employed to commit such traffic and/or parking offenses, and/or photo enforcement violations, including registered owners, titled owners, lienholders and/or leasing companies (where appropriate), without resort to litigation, but instead employing measures including, but not limited to, the mechanisms created under Title J of the Nassau County Administrative Code (the "Services"). The County, TPVA or Nassau County Police Department ("NCPD") shall select the cases to be assigned to the Contractor for this program, and the Contractor shall provide Services only on such cases as assigned by the County, TPVA or NCPD.

Operating under the supervision of the TPVA and NCPD, the Contractor shall be responsible for all communications with such parties and engaging in efforts to collect the delinquent sums due from same, and provide a regular accounting to the TPVA and NCPD of any such sums collected for cases assigned by the TPVA to the selected Contractor. Contractor shall not be involved in communication and collection of debt for vehicles where there has been an agreement for resolution between the owner of the vehicle and TPVA or its current physical immobilization contractor, except where authorized by the County.

To the extent that the TPVA and NCPD locates and seizes vehicles of scofflaws, the Contractor will be responsible to handle all communications, for this specific program, regarding the payment of sums due, and to collect those sums required to be paid before the vehicle will be released, for only the cases assigned to the Contractor by the TPVA.

(b) Contractor has the option to set up and maintain a website which would enable leasing companies, automobile manufacturers, and lienholders (the "Debtors") to locate single delinquent tickets and to pay those tickets online. Contractor may charge Debtors a convenience fee of no more than \$12.50 per ticket for providing such service to the Debtors, and to cover the cost of any credit card processing fees associated with the transactions. Contractor agrees that the County is not responsible for any compensation for this optional service, and there will be no costs to the County associated with this optional service. The amount due to the County will remain the total amount paid to satisfy the underlying ticket(s) in the transaction, which shall be remitted as described in 3(b) below.

3. Payment. (a) Amount of Consideration. Contractor shall work on a purely contingency fee basis, and will be paid only in cases where scofflaw monies are collected, and/or proceeds derived from the sale of scofflaw vehicles, for the cases assigned to the Contractor by the County, TPVA or NCPD.

The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be:

(i) For each scofflaw whose case is assigned to the Contractor, who has eligible collection cases with 2 to 10 tickets/Notices of Liability (NOL's), which have been issued in the name of the same registered vehicle owner or co-owner, or have been issued with regard to the same License Plate, a Three Hundred and Sixty Dollar (\$360.00) administrative fee shall be assessed to the scofflaw and collected by the Contractor. An additional \$5.00 shall be added to this administrative fee and collected by the Contractor for each additional ticket/NOL above 10 eligible collection tickets/NOL's issued for that same owner, co-owner or License Plate.

(ii) One Hundred Dollars (\$100.00) shall be deducted from the administrative fee referenced in (i) above for each scofflaw, and remitted to the NCPD, as described under Section 3(b) of this Agreement. Contractor shall receive the remainder of the fee as payment, provided that such payment shall be contingent upon, and made exclusively from, scofflaw monies collected and/or proceeds derived from the sale of scofflaw vehicles.

The Contractor will bear sole responsibility for its own expenses, and neither the County, the NCPD, nor the TPVA shall be required to pay the Contractor any fees directly, as any fees payable to the Contractor will be paid exclusively from any scofflaw monies collected and/or monies generated from the sale of scofflaw vehicles for cases assigned to the Contractor by the County, TPVA or NCPD.

(b) Recordkeeping, Reporting Requirements. Notwithstanding the requirements outlined in Section 12 of this Agreement, Contractor shall file with the County a certified monthly report, which shall include a complete accounting of all monies collected (the "Monthly Report"). Simultaneous with the filing of the Monthly Report, Contractor shall remit, by check, the County and NCPD's share of monies collected, provided that the checks by which funds received by Contractor have cleared. Contractor shall retain all monies collected in an escrow account until the County reviews and approves the Monthly Report. The monthly Report shall be reviewed, and if determined to be

accurate, approved by the County within a reasonable time. Contractor shall also provide quarterly progress reports ("Quarterly Report") which shall contain a summary of Contractor's activity for the three (3) month period immediately preceding each such Quarterly Report. Such Monthly Report and Quarterly Report shall either be mailed or hand-delivered to such person designated by the Department.

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

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

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

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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. The Contractor 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. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor 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, the Contractor agrees as follows:

- (i) Contractor 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. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. [Note to Departments: Agency specific requirements should be included here. If there are no such requirements, this section (d) should be deleted]

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

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

8. **Indemnification; Defense; Cooperation.** (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the negligence or willful misconduct of the Contractor or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly

and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

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

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor 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. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

10. 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.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (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 the Contractor. This Agreement may be terminated by the Contractor for any reason, upon sixty (60) days written notice to the County. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner") , at least sixty (60) days prior to the termination date a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, and (ii) the date as of which this Agreement will terminate. 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) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an

adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

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

15. 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.

16. 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 the Contractor 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 the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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.

18. 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.

19. 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.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) 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 the Contractor upon signing this Agreement.

**Note to Departments:** The fee is based on the money that the Contractor will receive under the contract in accordance with the following schedule (in Ord. No. 128-2006):

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

21. 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

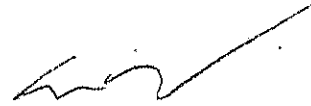


otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Left Intentionally Blank]

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

CAMPANELLI & ASSOCIATES, P.C

By:   
Name: Andrew J. Campanelli  
Title: President  
Date: 12/4/2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

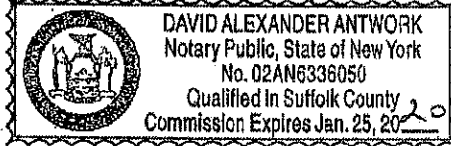
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 6<sup>th</sup> day of December in the year 2017 before me personally came Andrew J. Campanelli to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the president of Campanelli & Associates, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

authority of the board of directors of



STATE OF NEW YORK)

33.)

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

**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"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Andrew J. Campanelli

(Name)

(Address)

(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:

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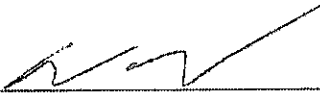
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

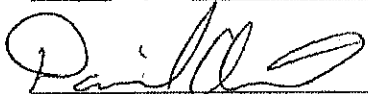
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

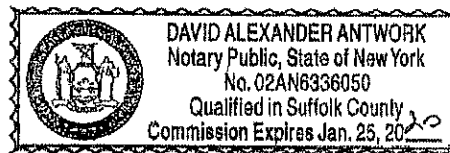
12/6/17  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer

Andrew J. Campanelli  
Name of Chief Executive Officer

Sworn to before me this  
6<sup>th</sup> day of December, 2017.

  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2018

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 518-463-3181 <b>FAX (A/C, No):</b> 518-463-5048 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Campanelli & Associates, P.C. 1757 Merrick Avenue Suite 204 Merrick NY 11566		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Medmarc Casualty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
CAMP&AS-02		NAIC # 22241	

## COVERAGES

CERTIFICATE NUMBER: 1341887231

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			18MCNY000010	1/21/2018	1/21/2019	Occurrence 1,000,000 Aggregate 1,000,000 Deductible 2,500

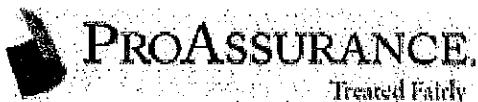
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Campanelli & Associates, P.C. 1757 Merrick Avenue Suite 204 Merrick NY 11566	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# LawyerCare

## LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

**Policy Number** 18MCNY000010      **Issuing Company** Medmarc Casualty Insurance Company  
14280 Park Meadow Drive, Suite 300  
Chantilly, VA 20151-2219  
(A Stock Company)

**NOTICE: THIS IS A CLAIMS MADE POLICY. SUBJECT TO ALL ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD.**

**THIS POLICY PROVIDES COVERAGE ONLY FOR CLAIMS AGAINST THE INSURED (1) INVOLVING ACTS, ERRORS, OR OMISSIONS THAT FIRST OCCURRED ON OR AFTER THE RETROACTIVE DATE AND (2) ABOUT WHICH, PRIOR TO THE EFFECTIVE DATE OF THIS POLICY, NO INSURED KNEW OR SHOULD HAVE KNOWN OF FACTS THAT REASONABLY COULD HAVE BEEN EXPECTED TO RESULT IN A CLAIM.**

**COVERAGE UNDER THIS POLICY OR ANY SUBSEQUENT RENEWAL OF THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, SUBJECT TO THE POLICY TERMS AND CONDITIONS. THIS POLICY INCLUDES A SIXTY (60) DAY LIMITED AUTOMATIC REPORTING PERIOD, BEGINNING AT THE TERMINATION OF THE POLICY PERIOD, SUBJECT TO THE POLICY TERMS AND CONDITIONS. UPON TERMINATION OF THIS CLAIMS MADE POLICY, ALL COVERAGE UNDER THE POLICY CEASES, EXCEPT FOR THE LIMITED AUTOMATIC REPORTING PERIOD, UNLESS AN EXTENDED REPORTING PERIOD ENDORSEMENT IS IN EFFECT.**

**THIS POLICY PROVIDES THE NAMED INSURED OR INDIVIDUAL INSURED THE OPTION TO PURCHASE AN EXTENDED REPORTING PERIOD ENDORSEMENT AS STATED IN SECTION 6.2 OF THE POLICY, FOR AN UNLIMITED DURATION OR FOR A ONE (1), TWO (2), THREE (3), FOUR (4) OR FIVE (5) YEAR PERIOD. PLEASE NOTE: FAILURE TO OBTAIN AN EXTENDED REPORTING PERIOD ENDORSEMENT CAN CREATE A GAP IN COVERAGE IF THE NAMED INSURED OR INDIVIDUAL INSURED DOES NOT PURCHASE REPLACEMENT COVERAGE, OR PURCHASES COVERAGE WITH A LATER RETROACTIVE DATE THAN THE APPLICABLE RETROACTIVE DATE OF THIS POLICY. A GAP ALSO MAY OCCUR IF THE EXTENDED REPORTING PERIOD ENDORSEMENT IS NOT IN PLACE FOR AN UNLIMITED DURATION.**

**CLAIMS MADE RATING: THIS POLICY IS RATED USING A "STEP RATING" PROCESS. THE POLICY WILL MATURE OVER A PERIOD OF YEARS OF CONTINUOUS COVERAGE, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE POLICY IS MATURE, AT WHICH TIME THE STEP RATING WILL END.**

**NOTICE: UNLESS OTHERWISE STATED IN AN ATTACHED ENDORSEMENT, IF THE EACH CLAIM LIMIT IN ITEM 4 OF THE DECLARATIONS OF THIS POLICY IS \$500,000 OR MORE, CLAIM EXPENSES WILL BE APPLIED TOWARD THE DEDUCTIBLE IN ITEM 5 OF THE DECLARATIONS, NOT TO EXCEED 50% OF THE EACH CLAIM LIMIT OF THE DEDUCTIBLE. CLAIM EXPENSES IN EXCESS OF 50% OF THE EACH CLAIM LIMIT OF THE DEDUCTIBLE WILL BE APPLIED AGAINST THE EACH CLAIM LIMIT IN ITEM 4 OF THE DECLARATIONS, NOT TO EXCEED 50% OF THE EACH CLAIM LIMIT. REGARDLESS OF THE AMOUNT OF CLAIM EXPENSES INCURRED, THE PORTION OF THE LIMIT OF LIABILITY AVAILABLE TO PAY CLAIMS SHALL NOT BE REDUCED TO AN AMOUNT LESS THAN FIFTY PERCENT (50%) OF THE AGGREGATE LIMIT OF LIABILITY OF THE POLICY. THE COMPANY IS NOT OBLIGATED TO PAY ANY FURTHER CLAIM EXPENSES OR DAMAGES ONCE THE COMPANY HAS PAID THE LIMIT OF LIABILITY.**

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### **1** Named Insured and Address

Campanelli & Associates, P.C.  
1757 Merrick Avenue, Suite 204  
Merrick, NY 11566

### **2** Policy Period

Effective Date: 1/21/2018  
Expiration Date: 1/21/2019

12:01 A.M. Standard Time at the address  
of the Named Insured as stated herein.

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**3 Retroactive Date**

Full Prior Acts

Unless indicated otherwise in an  
Endorsement attached to this policy

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**4 Limit of Liability**

\$1,000,000.00	Each Claim
\$1,000,000.00	Aggregate

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**5 Deductible**

\$2,500.00	Each Claim
\$2,500.00	Aggregate

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**6 Premium**

\$6,158.00

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**7 Fees (If applicable)**

\$0.00

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**8 Additional Premium for the Extended Reporting Period Endorsement - Named Insured**

- a) 90% of the annual premium set forth in Item 6 above for a one-year period;
- b) 150% of the annual premium set forth in Item 6 above for a two-year period;
- c) 225% of the annual premium set forth in Item 6 above for a three-year period;
- d) 250% of the annual premium set forth in Item 6 above for a four-year period;
- e) 275% of the annual premium set forth in Item 6 above for a five-year period;
- f) 300% of the annual premium set forth in Item 6 above for an unlimited duration.

Issue Date: 1/26/2018