



E-86-18

**NIFS ID:CLAT18000004 Department: County Attorney****Capital:**

SERVICE: Outside counsel

Contract ID #:CQAT17000011

NIFS Entry Date: 13-JUL-18

Term: from 19-DEC-17 to 27-FEB-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: <b>Ken Maguire &amp; Associates, PLLC</b>	Vendor ID#: <b>460900747</b>
Address: 3366 Park Avenue Wantagh, New York 11793	Contact Person: Ken Maguire
	Phone: (516) 228-8400

<b>Department:</b>
Contact Name: Daniel Gregware
Address: 1 West Street Mineola, New York 11501
Phone: (516) 571-1675

## Routing Slip

Department	NIFS Entry: X	13-JUL-18 -- MREYNOLDS
Department	NIFS Approval: X	13-JUL-18 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-JUL-18 -- MWORSHAM
OMB	NIFS Approval: X	16-JUL-18 -- AROMANO
County Atty.	Insurance Verification: X	13-JUL-18 -- DGREGWARE
County Atty.	Approval to Form: X	13-JUL-18 -- DMCDERMOTT
Dep. CE	Approval: X	16-JUL-18 -- HWILLIAMS

<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-JUL-18 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>NIFS Approval:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

**Purpose:** Amendment # 1 to contract to provide services in various matters as may be requested by the County Attorney of his designee in the firm's qualified areas of law. The initial assignment to this firm is to assist the County Department of Assessment in the "ASIE" litigation. This amendment is increasing the maximum amount of the original contract and backdating the contract in order to cover services that had commenced prior to the start date of the original contract. Services commenced prior to the start date of the original contract because of the time sensitive nature of the services that needed to be performed. Additionally, As a result of time sensitive services, the firm needed to commence services prior to the start date of the original contract.

**Method of Procurement:** Contract amendment. See procurement history below.

**Procurement History:** The contract was originally executed by Nassau County on February 28, 2018. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP/RFQ (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ken Maguire & Associates, PLLC has been added to this panel.

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

**Impact on Funding / Price Analysis:** \$250,000.00

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

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue			ATGEN1100/DE502	\$ 250,000.00
Control:	AT	Contract:				\$ 0.00
Resp:	1100	County	\$ 250,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 250,000.00		TOTAL	\$ 250,000.00
% Increase						
% Decrease						

# NIFA Nassau County Interim Finance Authority

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

1. Vendor: Ken Maguire & Associates, PLLC

2. Dollar amount requiring NIFA approval: \$250000

Amount to be encumbered: \$250000

This is a Amendment

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

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

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

3. Contract Term: 12/19/2017-02/27/2020

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

If yes, please explain: This is a contract amendment. Additionally, the start date is being backdated because of the time sensitive nature of the services required the vendor to begin services prior to the original contract's start/execution date.

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Amendment # 1 to contract to provide services in various matters as may be requested by the County Attorney of his designee in the firm's qualified areas of law. The initial assignment to this firm is to assist the County Department of Assessment in the ASIE litigation. This amendment is increasing the maximum amount of the original contract and backdating the contract in order to cover services that had commenced prior to the start date of the original contract. Services commenced prior to the start date of the original contract because of the time sensitive nature of the services that needed to be performed. Additionally, As a result of time sensitive services, the firm needed to commence services prior to the start date of the original contract.

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
CQAT17000011		

## 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.

MWORSHAM

16-JUL-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 AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY ATTORNEY AND KEN  
MAGUIRE & ASSOCIATES, PLLC

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Ken Maguire & Associates, PLLC to provide legal  
services for the County, 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 amended  
agreement with Ken Maguire & Associates, PLLC.

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:** Ken Maguire & Associates, PLLC (CLAT18000004)

**CONTRACTOR ADDRESS:** 3366 Park Avenue, Wantagh, New York 11793

**FEDERAL TAX ID #:** 460900747

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

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

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

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

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

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

The contract was originally executed by Nassau County on February 28, 2018. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP/RFQ (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ken Maguire & Associates, PLLC has been added to this panel.

**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.

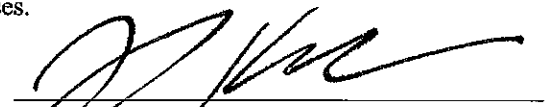
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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  
2/13/18  
\_\_\_\_\_  
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.

*Compt. form Pers./Prof. Services Contracts: Rev. 01/18*



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?

No.

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: Ken Maguire & Associates, PLLC

Dated: 5/23/18

Signed:

Print Name: Kenneth R. Maguire

Title: Principal

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Kenneth R. Maguire  
Date of birth 04 / 26 / 1951  
Home address 2048 Wallhoffer Ave  
City/state/zip Bellmore, NY 11710  
Business address 3366 Park Ave.  
City/state/zip Wanugb, NY 11793  
Telephone 516-228-8400  
Other present address(es) 111 Broadway 9th Fl  
City/state/zip New York, NY 1006  
Telephone 212-686-7000  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President     /     /     Treasurer     /     /      
Chairman of Board     /     /     Shareholder     /     /      
Chief Exec. Officer     /     /     Secretary     /     /      
Chief Financial Officer     /     /     Partner     /     /      
Vice President     /     /         /     /      
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO     If Yes, provide details. Principal
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 PROPOSAL OR FUTURE BIDS OR PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kenneth R. Maguire, 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 23 day of May 2018



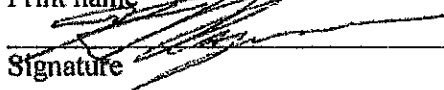
Notary Public

**LISA M BONANNI**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02BO6352271  
Qualified in Suffolk County  
Commission Expires 12/27/2020

Name of submitting business: Ken Maguire & Associates, PLLC

By: Kenneth R. Maguire

Print name



Signature

Partner

Title

5 / 23 / 2018

Date

### Business History Form

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

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

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

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

Date: 5/23/18

1) Proposer's Legal Name: Kenneth R. Maguire

2) Address of Place of Business: Ken Maguire & Associates, PLLC 3366 Park Ave. Wantagh NY 11793  
111 Broadway 9th Fl New York, NY 10006

List all other business addresses used within last five years:

950 Franklin Ave ste 101 Garden City, NY 11530

3) Mailing Address (if different): None

Phone 516-228-8400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 46-0900747

6) The proposer is a (check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) Professional Limited Liability Corporation (PLLC)

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

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

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

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

Our firm will not take on any cases in which the county is the opposing party.

Employment applications will require prior and existing information regarding contacts with Nassau County.

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

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

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. See attached.

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

- 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 Old Republic Insurance Group

Contact Person John McCune VP / Claim Director

Address 199 Water St

City/State New York, NY 10038

Telephone 212-607-2635

Fax # 212-607-2614

E-Mail Address jmcune@oreig.com

Company AIX Group ~~Amover Insurance Group~~

Contact Person Warren Seifert Asst VP

Address 726 Exchange St, ste 1020

City/State Buffalo, NY 14210-1466

Telephone 716-857-2049 Cell 917-453-3896

Fax # 716-856-0069

E-Mail Address wseifert@aixgroup.com

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Company Seneca Insurance Company Inc. Cron & Forster

Contact Person Frank V. Donahue Jr. SRVP Claims

Address 160 Water St

City/State New York, NY 10038

Telephone 212-277-1955 Cell 917-453-3896

Fax # 212-277-4387

E-Mail Address fdonahue@senecainsurance.com

**Attachment for Business History Form Sections A., B. and C.**

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

- i) Date of Formation.**  
Ken Maguire & Associates, PLLC was established on August 30, 2012, by Kenneth R. Maguire, following the closing of Shay and Maguire, LLP which was in business from August of 2004 through August of 2012.
- ii) Name, addresses and positions of all persons having a financial interest in the company.**  
At the time of formation and through present Mr. Maguire resides at 2048 Waltoffer Ave., Bellmore, NY 11710. As of January 2018, Katherine M. Maguire became a partner in the firm. Katherine resides at 282 Main St., Port Washington, NY 11050. Mr. and Ms. Maguire are the sole partners of this firm.
- iii) Name, addresses and position of all officers and directors of the company.**  
Ken Maguire resides at 2048 Waltoffer Ave., Bellmore, NY. As of January 2018, Katherine M. Maguire became a partner in the firm. Katherine resides at 282 Main St., Port Washington, NY. Ken. and Kate Maguire are the sole partners of this firm.
- iv) State of Incorporation.**  
For the past five years the firm has been incorporated within the state of New York.
- v) The number of employees in the firm.**  
We currently have seven employees, four attorneys and three support staff. Our office consists of two males and five females.
- vi) Annual revenue of firm.**  
Our annual revenue historically has been over one million dollars per year.
- vii) Summary of relevant accomplishments.**

Ken Maguire and Kate Maguire are active members of the Loss Executives Association, and will be jointly presenting *Duties Owed to Mortgage and Lien Holders in the Event of a Loss* at the June 2018 meeting of that organization.

Mr. Maguire has also lectured for the American Bar Association and the New York Bar Association.

We continue to represent several major insurers and businesses in the defense of a variety of cases. We also represent contractors and businesses in transactional disputes. Some of our more notable case are:

- *Key Fat Corp. v. Rutgers Cas. Co.*, 120 A.D.3d 1195 (2d Dep't 2014)

In this Appellate Division case, the Second Department found in our client's favor, that failure of an employer's insurer to provide written notice to premises owner that it was disclaiming coverage for injured construction worker's claim on basis of policy exclusion estopped it from disclaiming coverage for defense costs incurred by owner in connection with worker's action. (Our insurer client recovered Two Million Dollars.)

- *Doe v. Major Model Management*, No. 11 Civ. 6182 (S.D.N.Y. 2012)

Our firm successfully obtained summary judgment for our client in a case seeking damages for wrongful termination. The court found that Major Model proffered a legitimate, non-discriminatory reason for plaintiff's termination – namely the elimination of the plaintiff's position at the company.

- *Anchumdia v. Tahl Propp Equities*, 999 N.Y.S.2d 34 (1<sup>st</sup> Dep't 2014)

Our firm was able to successfully obtain summary judgment. The judge found that the defendant's contractual duty to provide minimal security was satisfied by providing locking doors, video cameras and an unarmed security guard.

- *Seneca Ins. Co. v. Strange Land, Inc.*, 862 F.3d 835 (9<sup>th</sup> Cir. 2017)

On appeal to the Ninth Circuit Court of Appeals, our office successfully reversed a decision staying our client's action pending another similar action in the State Court.

- *Brukha Assets, LLC v. Seneca Ins. Co.*, 148 A.D.3d 495 (1<sup>st</sup> Dep't 2017)

In this First Department appeal Ms. Maguire successfully argued that issues of fact precluded plaintiff's motion for summary judgment, finding that an appraisal done during assessment of the claim could not control what amounts loss were attributable to what causes of loss.

- *570 Smith St. Realty Corp v. Seneca Ins. Co.*, 2017 NY Slip Op 02006 (2d Dep't 2017)

In this Second Department appeal our firm argued and won a reversal of a directive that the defendant insurer had to produce documents that it claimed were subject to the attorney-client privilege, unanimously this directive was reversed on the law and facts with costs and the directed was vacated.

- *Nationwide Insulation & Sales v. Nova Casualty Co.*, 905 N.Y.S.2d 234 (2d Dep't 2010)

Another Second Department appeal won. The court granted our client summary judgement, as plaintiff failed to prove that our client had committed bad faith. The court further found that punitive damages are not available in a claim of bad faith.

In addition, Ms. Maguire published *Storm Alert – Insurance Coverage issues arising from the Subprime Crisis; For the Defense*. May 2008.

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

Our attorneys are all registered with the New York State Office of Court Administration as follows:

Mr. Maguire's registration number is 17897340 He is admitted to New York State, United States Court of Appeals, Second Circuit, the Southern District of New York and the Eastern District of New York. In addition Mr. Maguire has received Pro Hoc admissions to the bar in the states of Nevada, Utah, Indiana and Florida.

Ms. Maguire's registration number is 4764809. She is admitted to New York State, the Southern District of New York, the Eastern District of New York and Second Circuit Court of Appeals. In addition Ms. Maguire has received Pro Hoc admission to the bar in Utah and Indiana.

Ms. Bonanni's registration number is 5100185. She is admitted in New York State and the Eastern District of New York.

Mr. Mehran's registration number is 4614129. He is admitted in New York State and Connecticut.

**B      Indicate Number of years in business.**

Ken Maguire & Associates, PLLC was established on August 30, 2012. Our firm has been in business for 6 years. Ken's predecessor firm practiced in Nassau County from 2004 through 2012

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

Our firm strives to represent its clients with the utmost integrity and the strictest adherence to the ethical cannons which govern the practice of law, including but not limited to, conflicts of interest. To that end, for any assignment of a legal matter received by this firm from the County of Nassau, we will utilize our specialized legal software (PC Law) that searches every document for the past 5 years for any potential conflict. This search includes all known parties and addresses that pertain to any matter being assigned to this office. The results of said search are placed within the assigned matter's file.

While the above is standard for all potential clients and is done prior to accepting representation on a matter; for Nassau County, we will add the following, additional and specialized procedures:

- 1) Our Office will inquire of any prospective candidate for employment as to any connections, family or otherwise, with the County of Nassau. Should any connections exist, and prior to hiring said individual, our firm will contact the County Attorney's Office to notify the County and ensure that any such County connections are fully vetted;
- 2) There will be no campaign contributions made to any elected County Official, by any attorney employed by our Firm.

- 3) Neither our Office, nor any attorney of this Firm, has any family relationship and/or business dealings with Nassau County; nor is any relationship of said nature contemplated.

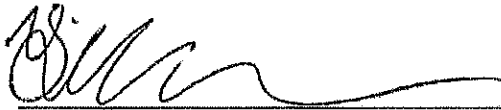


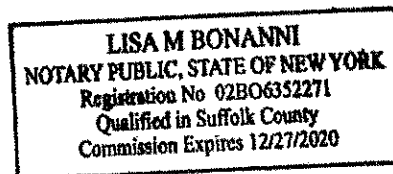
**CERTIFICATION**

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 PROPOSAL OR FUTURE BIDS OR PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kenneth R. Maguire, 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.

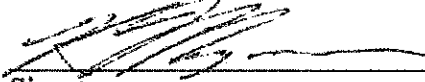
Sworn to before me this 23 day of May 2018

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



Ken Maguire & Associates, PLLC  
Name of submitting business

Kenneth R. Maguire  
Print name

  
\_\_\_\_\_  
Signature

Partner  
Title

5 / 23 / 18  
Date

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Ken Maguire & Associates, PLLC

Address: 3366 Park Ave

City, State and Zip Code: Wantagh, NY 11793

2. Entity's Vendor Identification Number: 46-0900747

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Professional Limited  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Liability Corporation ☐ 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):

Kenneth R. Maguire, 2048 Waltoffer Ave, Bellmore, NY 11710

Katherine M. Maguire, 282 Main St., Port Washington, NY 11050

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.

Kenneth R. Maguire

Katherine M. Maguire

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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

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

None

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

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

Dated: 5/23/18

Signed:

Print Name: Kenneth R. Maguire

Title: Principal

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2018

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> Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> Michael Torrens <b>PHONE (A/C, No, Ext):</b> 305-938-5112 <b>E-MAIL ADDRESS:</b> michael.torrens@crystalco.com <b>FAX (A/C, No):</b> 305-421-0999
<b>INSURED</b> Ken Maguire & Associates PLLC 950 Franklin Avenue Suite 101 Garden City NY 11530	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Casualty Insurance Company of <b>INSURER B:</b> The Charter Oak Fire Insurance Company <b>INSURER C:</b> Liberty Insurance Underwriters, Inc <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>NAIC #</b> 19046 25615 19917	

**COVERAGES****CERTIFICATE NUMBER:** 810915589**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6804784B171	8/21/2017	8/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<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	UB4J304787	8/21/2017	8/21/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liability</b> Excess Professional Liability			0095440117	8/21/2017	8/21/2018	Limit Limit 2,000,000 1,000,000

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

Certificate holder Nassau County is listed as an Additional insured with respects to the insureds General Liability coverage per written contract.

**CERTIFICATE HOLDER****CANCELLATION**County of Nassau  
Office of the County Attorney  
One West Street  
Mineola NY 11501-4820

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

*Crystal & Company*



## Aon Attorneys Advantage

August 22, 2017

Frank Crystal & Co, Inc  
32 Old Slip  
18th Floor  
New York,, NY 10005

Firm Name: Ken Maguire & Associates, P  
Policy Effective Date: 8/21/2017  
Policy Expiration Date: 8/21/2018  
Policy Number: 009544-0117  
Account Number: 0255379000

### **RE: PROFESSIONAL LIABILITY INSURANCE POLICY** *Aon Attorneys Advantage*

Dear Frank Crystal & Co, Inc,

Enclosed please find a copy of your client's professional liability insurance policy for you to deliver to your client.

Thank you for placing coverage through Aon Attorneys Advantage. We appreciate the confidence you place in us and look forward to assisting you when the need arises.

To help keep your client informed regarding the latest risk management practices, they will receive *The Quarter Hour* newsletter, as well as access to the Aon Attorneys Advantage Risk Management Resources Website and our free online Continuing Legal Education courses. Enclosed you will find more information about our risk management program and the services it has to offer you.

If you have any questions about your client's insurance coverage, please do not hesitate to contact us. We are happy to answer any questions that you may have.


Sincerely,

Affinity Insurance Services, Inc.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc.; (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

<b>COMPANY:</b> AXIS Insurance Company		<b>POLICY NUMBER:</b> 009544-0117			
<b>Item 1. Named Insured:</b> Ken Maguire & Associates, PLLC 950 Franklin Avenue Suite 101 Garden City, NY 11530-1712		<b>Item 2. Policy Period:</b> (A) Inception Date: 8/21/2017 (B) Expiration Date: 8/21/2018 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>			
<b>Item 3. Limits of Liability:</b> \$2,000,000 each Claim \$2,000,000 Aggregate		<b>Item 4. Deductible:</b> \$5,000 each Claim			
<b>Item 5. Retroactive Date:</b> 8/21/2004		<b>Item 6. Premium:</b> \$7,050.00			
<b>Item 7. Notices to Company:</b> <table border="0"> <tr> <td> <u>Notice of Claim To Be Sent To:</u>  AXIS Professional Insurance  300 Connell Drive, Suite 8000  Berkeley Heights, NJ 07922-0357  Email: AttysAdvClaimNoticeBH@axiscapital.com </td> <td> <u>All Other Notices To Be Sent To:</u>  Aon Affinity Insurance Services, Inc.  159 E. County Line Road  Hatboro, PA 19040-1218  Fax: 312.381.0875  Email: AffinityLawyersAdmin@aon.com </td> </tr> </table>				<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com				
<b>Item 8. Endorsements Effective at Inception:</b> ALPL-101 NY (03-15) ALPL-323 NY (04-15) ALPL-324 NY (02-15) ALPL-505 (09-14)					

The Company has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Company.

  
\_\_\_\_\_  
Authorized Representative

August 22, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gregory W. Springer, President

  
\_\_\_\_\_  
Andrew Weissert, Secretary





August 18, 2017

AMWINS  
308 Farmington Avenue  
2nd Floor  
Farmington, CT 06032

**ATTENTION: PHILIP CHESTER**

**RE: Professional Liability Quote (Excess - Lawyers Professional)**

**Submission Number:** 379386  
**Renewal of:** LHZ759090  
**Company:** Landmark American Insurance Company - (Best rating: A+ XIII)  
**Insured:** KEN MAGUIRE & ASSOCIATES, PLLC  
GARDEN CITY, NY

**Professional Services:** LAW FIRM

**Policy Dates:** August 21, 2017 - August 21, 2018

**Form:** RSG 51036 0916 Excess Professional Liability Coverage Form  
Claims Made and Reported Basis - Follow Form

**Retroactive Date:** November 09, 2011

**Each Claim Limit:** \$1,000,000

**Aggregate Limit:** \$1,000,000

**In Excess of Each Claim:** \$2,000,000

**In Excess of Aggregate:** \$2,000,000

**Policy Attachments**

- RSG 56027 0903 Employment Practices Liability Exclusion
- RSG 54124 0217 Extended Reporting Period Amendatory Endorsement (Multiple Options - Excess Follow Form)
- RSG 54025 0405 Minimum Retained Premium
- RSG 99086 0815 New York Surplus Lines Disclosure Notice
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56069 0104 Prior and Pending Litigation Exclusion
- RSG 56070 1009 Prior Knowledge Exclusion
- RSG 94022 0407 Service Of Suit
- RSG 99022 0415 State Fraud Statement
- RSG 56180 0717 Violation of Consumer Protection Laws Exclusion (LPL)

### Terms and Conditions

- Defense Costs are within the Limits of Liability
- Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

### Additional Information Required Prior to Binding Coverage unless stated otherwise below

1. Signed and dated state fraud statement (attached).
2. Primary binder.
3. Primary policy form and endorsements once issued).

### Primary Carrier

Primary Carrier:	Axis Insurance Company
Primary Limits:	\$2,000,000 Each Claim / \$2,000,000 Aggregate
Primary Deductible:	\$5,000
Primary Premium:	\$7,050
Primary Retroactive Date:	August 21, 2004
Primary Policy Period:	August 21, 2017 - August 21, 2018
Primary Coverage:	Lawyers Professional Liability Insurance
Primary Policy Number:	TBD

### Premium Amount

Gross Premium:	\$5,000.00
Minimum Earned Premium:	\$1,250.00

### Comments:

#### 25% MINIMUM EARNED PREMIUM UPON BINDING.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.  
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as NY. If there are no exposures in NY we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid for 30 days or current policy expiration date.

We greatly appreciate your business.



A member of Alleghany Insurance Holdings LLC

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## **AMENDMENT NO. 1**

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ken Maguire & Associates, PLLC, having an office located at 3366 Park Avenue, Wantagh, New York 11793 ("Counsel" or "Contractor").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQAT17000011 between the County and Counsel, executed on behalf of the County on February 28, 2018 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from February 28, 2018 until February 27, 2020, unless sooner terminated in accordance with the terms of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for three (3) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay Counsel for Services under the Original Agreement, as full compensation for the Services, was Forty-five Thousand Dollars (\$45,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Original Term, increase the Maximum Amount, and amend the Compliance with Law Section of the Original Agreement.

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

1. Amended Term. The Original Term shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall commence on December 19, 2017 and shall terminate on February 27, 2020, unless sooner terminated in accordance with the provisions of the Amended Agreement, provided that the County may renew the Amended Agreement under the same terms and conditions for three (3) additional one (1) year periods.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Ninety-five Thousand Dollars (\$295,000.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

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

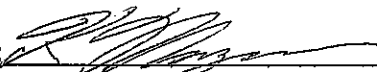
(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of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

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

[Remainder of Page Intentionally Left Blank.]

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

KEN MAGUIRE & ASSOCIATES, PLLC

By: 

Name: KENNETH R. MAGUIRE

Title: MANAGING PARTNER

Date: 5/23/18

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

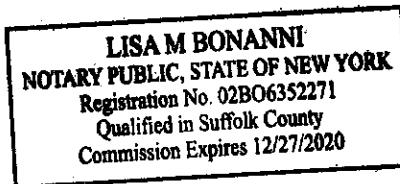
)ss.:

COUNTY OF NASSAU )

On the 23<sup>rd</sup> day of May in the year 2018 before me personally came Kenneth R. Maguire to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Ken Maguire + ASSOC'S. PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

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

NOTARY PUBLIC

certified copy  
received 03/13/2018



E-253-17  
L.A.

**NIFS ID:**CQAT17000011      **Department:** County Attorney

**Capital:**

**SERVICE:** Outside counsel

**Contract ID #:**CQAT17000011      **NIFS Entry Date:** 20-NOV-17      **Term:** from to

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

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

<b>Vendor Info:</b>	
Name: Ken Maguire & Associates, PLLC	Vendor ID#: 460900747
Address: 3366 Park Ave. Wantagh, NY 11793	Contact Person: Ken Maguire
	Phone:

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713034

## Routing Slip

Department	NIFS Entry: X	21-NOV-17 -- JDELLE
Department	NIFS Approval: X	29-NOV-17 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-NOV-17 -- RDALLEVA
OMB	NIFS Approval: X	30-NOV-17 -- MVOCATURA
County Atty.	Insurance Verification: X	30-NOV-17 -- JDELLE
County Atty.	Approval to Form: X	30-NOV-17 -- JDELLE
Dep. CE	Approval: X	11-DEC-17 -- CRIBANDO



Leg. Affairs	Approval/Review: X	01-DEC-17 -- MREYNOLDS
Legislature	Approval: X	20-DEC-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	26-FEB-18 -- MCOHEN
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> New contract for services in various matters as may be requested by the County Attorney or his designee in the firm's qualified areas of law. The initial assignment to this firm shall be assisting the County Department of Assessment in the "ASIE" litigation.
<b>Method of Procurement:</b> A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ken Maguire & Associates, PLLC, has been added to this panel, and qualified in the following areas: Casualty; Commercial Litigation; Federal Civil Rights Section 1983; Insurance, Municipal Law; Transactions; and Torts.
<b>Procurement History:</b> New contract. Please see method of procurement above.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$45,000
<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					
Control:	AT	Revenue		1	ATGEN1100/DE502	\$ 45,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE502	County	\$ 45,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 45,000.00</b>		<b>TOTAL</b>	<b>\$ 45,000.00</b>
RENEWAL						
% Increase						
% Decrease						

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: Ken Maguire & Associates, PLLC (CQAT17000011)

CONTRACTOR ADDRESS: 3366 Park Ave., Wantagh, New York 11793

FEDERAL TAX ID #: 460900747

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

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

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

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

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

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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☒ B. A Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Ken Maguire & Associates, PLLC, has been added to this panel.

**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 in compliance with the provisions 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.

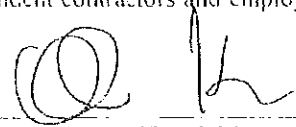
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

  
Date

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

*Contract and Procurement Services Committee, Item 02-16*



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No.

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: Ken Maguire & Associates, PLLC

Dated: 10/23/17

Signed: 

Print Name: Kenneth R. Maguire

Title: Principal

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Kenneth R. Maguire  
Date of birth 04 / 26 / 1953  
Home address 2048 Waltoffer Ave  
City/state/zip Bellmore, NY 11710  
Business address 3366 Park Ave,  
City/state/zip Wantagh, NY 11793  
Telephone 516-228-8400  
Other present address(es) 111 Broadway 9th Fl  
City/state/zip New York, NY 1006  
Telephone 212-686-7000  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /      /      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES X NO      If Yes, provide details. Principal
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 a crime 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, Kenneth R. Maguire, 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 05 day of October 2017



Notary Public

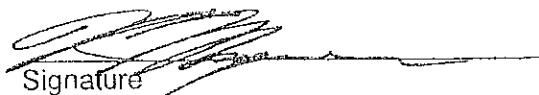
COURTNEY L SCHARPF  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02SC6352368  
Qualified in Suffolk County  
Commission Expires 12/27/2020

Ken Maguire & Associates, PLLC

Name of submitting business

Kenneth R. Maguire

Print name



Signature

Principal

Title

10 / 23 / 17

Date

### Business History Form

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

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

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

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

Date: 10-23-11

1) Proposer's Legal Name: Ken Maguire & Associates, PLLC

2) Address of Place of Business: Ken Maguire & Associates, PLLC 3366 Park Ave, Wantagh NY 11793  
111 Broadway 9th Fl New York, NY 10006

List all other business addresses used within last five years:

950 Franklin Ave ste 101 Garden City, NY 11530

3) Mailing Address (if different): None

Phone : 516-228-8400

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 46-0900747

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

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

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No 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.

\_\_\_\_\_  
See attached Addendum

## Business History Form - Addendum to 17 (b) Avoidance of Conflicts of Interest

### 17) Conflict of Interest:

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.

Dear Sir or Madam,

This firm strives to represent its clients with the utmost integrity and the strictest adherence to the ethical cannons which govern the practice of law, including but not limited to, conflicts of interest.

To that end, for any assignments of legal matters, received by this Office from the County of Nassau, our firm will utilize our specialized legal software (PC Law) that searched every document for the past 7 years for any potential conflict. This search includes all known parties and addresses that pertain to any matter being assigned to this office. The results of said search are placed within the assigned matter's file.

While the above is standard for all potential clients and done prior to accepting representation on a matter; for Nassau County, we will add the following, additional and specialized procedures:

- 1) Our Office will inquire of any prospective candidate for employment as to any connections, family or otherwise, with the County of Nassau. Should any connections exist, and prior to hiring said individual, our firm will contact the County Attorney's Office to notify the County and ensure that these County connections are fully vetted;
- 2) Any campaign contributions made to any elected County Official, by any attorney employed by our Firm, will be disclosed to the County Attorney's Office; and
- 3) Neither our Office, nor any attorney of this Firm, has any family relationship and/or business dealings with Nassau County; nor is any relationship of said nature contemplated. However, should said relationship exist in the future, we will notify the County Attorney's Office.

- 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; August 30, 2012
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Kenneth R. Maguire, 2048 Waltoffer Ave, Bellmore, NY 11710
- iii) Name, address and position of all officers and directors of the company; Kenneth R. Maguire 2048 Waltoffer Ave, Bellmore, NY 11710
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 8
- vi) Annual revenue of firm; One Million, plus
- vii) Summary of relevant accomplishments Please see Firm Resume, attached
- viii) Copies of all state and local licenses and permits. Our attorneys are licensed to practice in New York.

B. Indicate number of years in business. 5 years

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 Firm Resume

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 Old Republic Insurance Group

Contact Person John McCune VP / Claim Director

Address 199 Water St

City/State New York, NY 10038

Telephone 212-607-2635

Fax # 212-607-2614

E-Mail Address jmcune@orcig.com

OLD REPUBLIC INSURANCE GROUP, INC. 199 WATER STREET, NEW YORK, NY 10038

Company AIX Group ? Hanover Insurance Group  
Contact Person Warren Seifret Asst VP  
Address 726 Exchange St. ste 1020  
City/State Buffalo, NY 14210-1466  
Telephone 716-857-2049 Cell 917-453-3896  
Fax # 716-856-0069  
E-Mail Address wseifret@aixgroup.com

~~XX~~

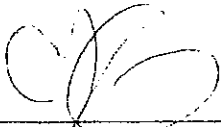
Company Seneca Insurance Company Inc. Crum & Forster  
Contact Person Frank V. Donahue Jr. SRVP Claims  
Address 160 Water St  
City/State New York, NY 10038  
Telephone 212-277-1955 Cell 917-453-3896  
Fax # 212-277-4387  
E-Mail Address fdonahue@senecainsurance.com

**CERTIFICATION**

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

I, Kenneth R. Maguire, 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 23rd day of October 2017

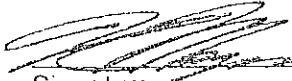


Notary Public

COURTNEY L SCHARPF  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02SC6352368  
Qualified in Suffolk County  
Commission Expires 12/27/2020

Ken Maguire & Associates, PLLC  
Name of submitting business

Kenneth R. Maguire  
Print name

  
Signature

Principal  
Title

10 / 23 / 17  
Date



## Ken Maguire

kmaguire@kmlawny.com

### Bar Admissions:

New York -1982

District Court Eastern District of New York -1982

District Court Southern District of New York -1982

U.S. Court of Appeals, Second Circuit - 2015

### Education:

Pace University School of Law -1981

### Recent Professional Experience:

Ken Maguire & Associates PLLC, October 2012 -Present Founder and Principal Practices in the areas of insurance litigation and the representation of insurers and insureds in casualty and property claim matters. Oversees matters for three Senior Associates, one Associate and two paralegals.

### Recent Professional Experience:

*Ken Maguire & Associates PLLC October 2012 - Present*

Founder and Principal

Practices in the area of insurance litigation and the representation of insurers and insureds in casualty and property claims matters. Oversees matters for two Senior Associates, two Associates and two Paralegals.

*Shay and Maguire LLC 2004-2012*

Founder and Partner Represented many of the largest casualty and property insurers in the handling of insurance coverage and claim disputes in State and Federal courts.

*Ahmuty, Demers & McManus 1999-2004*

Partner

*Lester, Schwab, Katz & Dwyer 1993-1999*

Partner

*Lester, Schwab, Katz & Dwyer 1985-1993*

Associate

### Representative Cases:

570 SMITH STREET CORP. v. SENECA INS. COMPANY, 148 A.D.3d 561, (App. Div., 1st Dept., 2017)

BRUKHA ASSETS LLC, v. SENECA INSURANCE COMPANY, 148 A.D.3d 495, (App Div., 1st Dept., 2017)

CASTLEPOINT INSURANCE COMPANY, as subrogee of Royal Carting Services, Inc. v. COMMAND SECURITY CORPORATION, 144 A.D.3d 731 (App. Div., 2nd Dept., 2016)

PIERMONT KNIGHTS OF COLUMBUS #2320 v. NOVA CASUALTY CORP., 2016 WL 6245452 (N.Y.A.D. 2 Dept.), 2016 N.Y. Slip Op. 89540(U) (App. Div., Second Dept., 2016)

Olga ANCHUMDIA, v. TAHL PROPP EQUITIES, LLC, 123 A.D.3d 505, (App. Div., First Dept., 2014)

COYIAT CORP. v. BUSINESS CASUALTY INSURANCE COMPANY, 125 A.D.3d 1195, (App. Div., 2nd Dept., 2014)

TRAVELERS PROPERTY & CASUALTY INSURANCE COMPANY, v. AGG CREPERIE  
d/b/a XO Creperie, 42 F.Supp.3d 444. (U.S District Court, E.D. N.Y., 2014)  
JOHN DOE v. MAJOR MODEL MANAGEMENT, No. 11-CV- 6182 (U.S. District Court, S. D.  
N.Y., 2012)  
SENECA INSURANCE COMPANY, v. RUDAY REALTY CORP 87 A.D.3d 579, (App. Div.,  
2nd Dept, 2011) STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, v. TIG  
INSURANCE COMPANY, 62 A.D.3d 859, (App. Div., 2nd Dept., 2009)

**Classes/Seminars Taught:**

Insurance Litigation Seminar -CLE national Bus. Institute: Litigating Insurance Coverage Claims:  
Start to Finish, 2012 Insurance Litigation Seminar -CLE, National Bus. Institute. Insurer's Duty to  
Defend 2011 Insurance Litigation Seminar -CLE, Lorman. Ethics, 2008, 2009 Insurance Litigation  
Seminar -CLE, National Bus. Institute, 2007. Update Law of U.M'/SUM claims Insurance  
Litigation Seminar -CLE, National Bus. Institute, 2006. Ethical Issues and How to Respond  
Insurance Litigation Seminar -CLE, ADM 2003 Insurance Litigation Seminar -CLE, Lorman,  
2000-2001 Insurance Coverage Issues -Personal Lines, New York State Bar Association -CLE  
Seminar, New York, NY, 1998 Insurance Litigation Committee Mid-Year CLE Seminar',  
American Bar Association TIPS, San Antonio, TX, 1997 Insurance Litigation Committee  
Mid-Year CLE Seminar, American Bar Association TIP, Orlando, FL, 1994

Robert Mehran Jr., Esq.  
rmehran@kmlawny.com

### EXPERIENCE

**Ken Maguire & Associates, PLLC** Wantagh, N.Y. October 2017-Present  
Areas of practice include, but are not limited to, Insurance Law, Corporate Law, Commercial Real Estate, General Litigation, Commercial Litigation, Estate Planning, Commercial Transactions and Residential Real Estate.

**Mehran & Gretah, PLLC** Garden City, N.Y.  
*Partner (part-time)* March 2012 – October 2017  
Areas of practice include, but are not limited to, Corporate Law, Commercial Real Estate, General Litigation, Commercial Litigation, Estate Planning, Commercial Transactions and Residential Real Estate.

**Nassau County Attorney's Office** Mineola, N.Y.  
*Deputy County Attorney* April 2014 – October 2017  
March 2016-October 2017: Counsel to the Department of Assessment  
Solely responsible for the day-to-day legal requirements of the Nassau County Department of Assessment. These responsibilities include, but are not limited to, overseeing of an active audit, representing the Department at S.C.A.R. (Small Claims Assessment Review) hearings in Nassau County Supreme Court, drafting Legislative Resolutions, Corresponding and working with Members of the New York State Legislature and daily consultation regarding policy decisions and their legal impact. Also serve as the Departments FOIL Officer.

September 2015 - March 2017: Municipal Transactions and Real Estate Bureau:  
Drafting and editing Nassau County property and leasing agreements, County contracts for all Departments and various day-to-day projects involving County Government, including but not limited to, subpoenas, licensing, compliance and procurement.  
Also serve as the Real Estate Departments FOIL Officer.

April 2014 - September 2015: Deputy County Attorney for the Family Court Bureau prosecuting Juvenile Delinquents and acts of Child Abuse/Neglect

**Nassau County Office of Community Development and Office of Housing & Homeless Services** Hempstead, N.Y.  
*Chief Counsel* June 2010 – April 2014  
Supervised Legal Department for affordable housing grant funding from the Federal Government (HUD). Focus mainly on contract drafting, compliance and legal opinions for managing and maintaining approximately \$30 million in various, annual grant funds for various affordable housing grants (CDBG, HOME, ESG, Section 8, etc.). Contracted with local municipalities, for-profit and not-for-profit developers.

**Shay & Maguire, LLP** East Meadow, NY  
*Associate* September 2008 – June 2010  
*Associate Awaiting Admission* May 2008 – September 2008  
Insurance coverage litigation defense attorney responsible for legal research, drafting coverage opinions, file intake, file development and trial preparation. Focusing primarily on commercial general liability policies concerning both property and casualty losses/claims. My responsibilities included, but were not limited to drafting and responding to pleadings, motion practice, memoranda of law, client interviews, deposition preparation, trial preparation, and settlement negotiations and trial appearances. Additionally, responsible for litigation of a limited number of plaintiff files concerning life insurance policies and personal injury.

Nassau County Police Department, Legal Bureau  
*Legal Assistant*, Police Headquarters

Mineola, NY  
February 2005 – December 2007

Conducted legal research and drafted memoranda on civil and criminal issues. Drafted contracts for Police Department business/vendors. Handled Notice of Claim/Summons and Complaint investigations. Answered legal questions for police officers on patrol. Communicated with all levels and departments of Nassau County government. Assisted attorneys and other County personnel with the day-to-day operations of the Police Department.

United States Representative Gary Ackerman

Washington, D.C.

*Intern*

June 2002 – November 2002

Attended Congressional hearings and briefings and drafted summary reports for United States Representatives and staff. Responded and addressed constituent concerns. Provided guided tours of the Capitol. Utilized IQ Program. Assisted with all aspects of office management including review of mail and telephone communications.

### EDUCATION

Touro College Jacob D. Fuchsberg Law Center

Central Islip, NY

Juris Doctorate

January 2008 (Evening Division)

*Study Abroad:* University of Potsdam Law School, Potsdam, Germany  
International Comparative Law (Summer 2006)

*Activities:* Student Bar Association: Evening Vice President (2005-2006)  
Senior Representative for First-Year Evening Students (2004-2005)  
Phi Alpha Delta Law Fraternity, Vice Justice (2004-2008)  
Judicial Review Board, Justice (2006-2008)  
Administrative Affairs Committee, Member (2004-2005)  
Admissions Committee, Member (2004-2005)  
Student Affairs/Student Life Committee, Member (2004-2005)

*Call Awards:* Trial Practice (Fall 2007)  
Remedies (Fall 2007)

Fairfield University, Fairfield, CT

Bachelor of Arts in Political Science, May 2002

### BAR ADMISSIONS

New York - 2008  
Connecticut - 2008

### NON-LEGAL EMPLOYMENT EXPERIENCE

Research Assistant - United Nations  
Administrative Support Assistant - United Nations

Assistant, Virginia Tech  
Administrative Support Assistant - Virginia Tech

## KATHERINE MAGUIRE

katemaguire@kmlawny.com

### Admissions

New York State Bar  
US District Court, Eastern and Southern Districts of New York

Admitted January, 2010

### Experience

Ken Maguire & Associates, PLLC, Garden City, NY

Associate, 2013-present

Practicing commercial litigation, specializing predominantly in insurance coverage disputes. Managing cases from inception to conclusion, in New York State and Federal Courts, as well as Indiana, Utah, and Nevada. Performed tasks including depositions, motion practice, appellate briefs, appellate arguments, trials, and mediations.

Kirschenbaum & Kirschenbaum, PC, Garden City, NY

Associate, 2012-2013

Handling commercial litigation caseload, including contract disputes and healthcare litigation.

Rivkin Radler LLP, Uniondale, NY

Associate, 2009-2012

Engaging in multiple phases of litigation in various civil areas of law, including insurance defense, employment law, medical malpractice, products liability, lead paint litigation, and general negligence.

Rivkin Radler LLP, Uniondale, NY

Law Clerk, 2007-2009

Conducting research and discovery review for environmental litigation.

### Education

Hofstra Law School

Juris Doctor, 2009

GPA: 3.3, Political Asylum Clinic

Siena College

Bachelor of Arts, 2006

Graduated Magna Cum Laude; GPA: 3.6.

### Honors and Publications

Super Lawyers Rising Star, 2016 and 2017.

Coverage Storm Alert, FOR THE DEFENSE, May 2008, co-authored with Alan Rutkin and Robert Tugander.

### Volunteer Work

Girl Scouts of Nassau County, Troop Leader, 2014 to present.

**LISA M. BONANNI, ESQ.**

lbbonanni@kmlawny.com

**BAR ADMISSIONS**

New York State Bar, Second Department, March 2013

Federal Court, Eastern District of New York, June 2017

**EDUCATION**

**ST. JOHN'S UNIVERSITY SCHOOL OF LAW**, Queens, NY

J.D., June 2012

Activities: *Member*, Mock Trial Team, Polestino Trial Advocacy Institute (PTAI);  
*Team Champion*, Charles M. Sparacio Criminal Mock Trial Competition;

**STATE UNIVERSITY OF NEW YORK AT GENESEO,  
SCHOOL OF LIBERAL ARTS AND SCIENCES**, Geneseo, NY

B.A., *cum laude*, English with Legal Studies Minor, May 2009

Honors: Dean's List; Sigma Tau Delta Honor Society; Golden Key Honor Society;  
State University of New York Athletic Conference Commissioner's List and All-Academic Team

**LEGAL EXPERIENCE**

**KEN MAGUIRE & ASSOCIATES PLLC**, Wantagh, NY

*Associate*, May 2016 to present

Appear on insurance coverage and declaratory judgment matters at New York Courts in New York City and Long Island. Appear for depositions of insureds, co-defendants and witnesses. Draft dispositive and discovery motions, discovery responses and appeals. Prepare status reports and case analysis for claims representatives. Handle caseload of insurance coverage matters. Conduct legal research.

**CARMAN, CALLAHAN & INGHAM, L.L.P.**, Farmingdale, NY

*Associate*, November 2014 to January 2016

Appeared on motor vehicle bodily injury, no-fault and subrogation matters at Civil and Supreme Courts in New York City and Nassau County. Defended clients during depositions and took depositions of co-defendants and witnesses. Prepared status reports for claims representatives and drafted motions and discovery responses. Handled caseload of personal injury defense matters. Conduct legal research.

**KERLEY, WALSH, MATERA & CINQUEMANI, P.C.**, Seaford, NY

*Associate*, June 2014 to August 2014

Prepared reports and attended court appearances/depositions for multiple insurance carriers and clients in personal injury and medical malpractice defense cases.

**LEAHEY & JOHNSON, P.C.**, New York, NY

*Associate*, March 2013 to June 2014; *Law Clerk*, January 2013 to March 2013

Prepared motions, discovery responses, and reports for multiple insurance carriers and clients in motor vehicle and premises liability defense matters. Appeared on motor vehicle and personal injury matters throughout New York City and Long Island. Handled own caseload of motor vehicle and premises liability matters, including NYCHA.

**ST. JOHN'S UNIVERSITY SCHOOL OF LAW CHILD ADVOCACY CLINIC**, Queens, NY

*Dean's Fellow*, October 2012 to January 2013; *Student Lawyer*, Spring 2011

**NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE**, Mineola, NY

*Intern for Vehicular Crimes Bureau*, Fall 2011

**SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE**, Hauppauge, NY

*Intern for Economic Crimes Bureau*, Summer 2011

**HONORABLE SCOTT MARCRIEVE, NASSAU COUNTY DISTRICT COURT**, Hempstead, NY

*Law Clerk*, Summer 2010

# Courtney L. Scharpf, Esq.

cscharpf@kmlawny.com

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## BAR ADMISSION

New Jersey, May 2015

New York, September 2015

## EXPERIENCE

**Ken Maguire & Associates, PLLC**, Wantagh, New York

*Commercial Litigation Attorney* December 2016 – Present

**Morici & Morici, LLP**, Garden City, New York

*Litigation Attorney* April 2016 – December 2016

Try various family matters including, Child Support Modifications and Equitable Estoppel hearings. Argue motions for and in opposition to Summary Judgment. Prepare and argue inquest packages. Perform and defend Examinations Before Trial and 50-H hearings. Draft appellate briefs, notices of appeal, and various motions, cross motions, oppositions, replies, and orders to show cause. Draft Notices of Claim, Summonses and Complaints, Bill of Particulars, Discovery and Inspection responses, Notices of Entry, client and doctor affidavits, Stipulations of Settlement, Statements of Net Worth, Separation agreements, QUADRO requests, and Freedom of Information requests. Perform legal research and draft memoranda. Make various court appearances for personal injury, surrogate, criminal, family and matrimonial matters. Client, adversary, and medical provider correspondence.

**Bruno, Gerbino, & Soriano, L.L.P.**, Melville, New York

*Associate Attorney* November 2015 – April 2016

Responsible for a 300+ caseload from inception to trial. Drafted various motions and cross motions, oppositions, replies, and orders to show cause. Drafted Notices to Admit and interrogatory responses, Notices of Entry, Notices of Trial, various affidavits, 90-day notices, and Initial Suit Reports. Argued motions for or in opposition to Summary Judgment, Orders to Show Cause, Motions to Compel, Motions to Sever, and Motions to Vacate Default. Participated in voluntary and mandatory arbitrations, and preliminary and compliance conferences. Performed Examinations Under Oath, settlement negotiations, and trial preparation. Client, adversary, and medical provider correspondence.

**Beiersdorf**, Wilton, Connecticut

*Extern for Corporate Counsel*, September 2014 – December 2014

Reviewed lease agreements. Reviewed and Drafted corporate contracts, talent contracts, non-disclosure agreements, social media disclaimers, privacy policies and terms and conditions, sweepstake and contest terms and conditions, termination letters, legal notices, and memoranda for the U.S. and Canada branches. Hosted meetings and made presentations regarding lease negotiations and employment and labor laws. Performed legal research concerning privacy laws. Corporate correspondence.

**HB Communications, Inc.**, North Haven, Connecticut

*Assistant to Staff Counsel*, February 2014 – September 2014

Reviewed corporate contracts, reseller and dealer agreements, bid contracts, requests for proposals, and task orders. Drafted contract provisions. Completed bid proposals. Performed legal research and drafted memoranda concerning various employment and labor laws. Responsible for restructuring corporate server.

**The Law Offices of Lisa C. Roberts**, Orange, Connecticut

*Law Clerk*, May 2013 – August 2014

Performed real estate closings. Prepared closing packages. Drafted closing documents, deeds, wills, LLC by-laws, S Corp. by laws, and cease and desist letters. Performed trademark applications, title searches, recordings, and legal research. Drafted memoranda. Client correspondence

**Fairfield County Court**, Bridgeport, Connecticut

*Yale Summer Fellow*, January 2014 – May 2014

Assisted in the filing of restraining orders, and divorce, custody and visitation applications. Directed clients in their specific judicial needs.

The Law Offices of Geoffrey T. Einhorn, Wallingford, Connecticut

*Law Clerk*, August 2013 – January 2014

Drafted memoranda and motions to dismiss and accompanying memoranda, summary judgment motions, and motions to reopen. Prepared client intake forms and contingency agreements. Performed legal research. Client correspondence.

CT Superior Court, Civil Division, New Haven, Connecticut

*Extern for the Honorable Robin L. Wilson*, May 2013 – August 2013

Drafted judicial decisions and memoranda. Performed legal research. Observed and assisted in various court proceedings.

CT Superior Court, Criminal Division, Derby, Connecticut

*Clerk's Intern*, October 2011 – December 2011

Participated in the drafting of appearance letters. Assisted with filing duties. Directed clients in their specific judicial needs.

The Law Offices of Mark S. Gray, New York, New York

*Legal Intern*, Summer 2010 & Summer 2011

Interacted with medical professionals, hospitals, and clients about personal injury cases. Delivered and filed documents, and received index numbers at the Supreme Court of New York. Trained and oversaw new interns.

CT Superior Court, Juvenile Matters Division, Bridgeport, Connecticut

*Clerk's Intern*, January 2011 – May 2011

Participated in attorney and social worker conferences to discuss pending case matters. Assisted with the purging, preparation, and delivery of case files and client records for judicial activity. Scheduled mental health and paternity testing appointments. Directed clients in their specific judicial needs.

## EDUCATION

Quinnipiac University School of Law, North Haven, Connecticut

Juris Doctor, December 2014

Activities: Women's Law Society, Member; Family Law Society, Member

Sacred Heart University, Fairfield, Connecticut

Bachelor of Science, Criminal Justice, Minor in Media Studies, May 2012

Honors: The National Criminal Justice Honor Society

Philanthropic Excellence 2011

Outstanding Fundraising and Philanthropy 2011, Zeta Tau Alpha Fraternity

2011 National Residence Hall Honorary Educational Program Winner

Activities:

Pre-Law Club

Zeta Tau Alpha Fraternity

Founding Member of Lambda Alpha Chapter

Head of Fundraising Committee

Alumnae Chairperson

By Law Committee

Quinnipiac University, Quinnipiac University School of Law, May 2014



COUNTY OF NASSAU

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

1. Name of the Entity: Ken Maguire & Associates, PLLC

Address: 3366 Park Ave

City, State and Zip Code: Wantagh, NY 11793

2. Entity's Vendor Identification Number: 46-0900747

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Professional Limited  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Liability Corporation ☐ 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):

Kenneth R. Maguire, 2048 Waltoffer Ave, Bellmore, NY 11710

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

None

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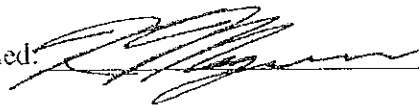
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: 10/23/17

Signed:



Print Name: Kenneth R. Maguire

Title: Principal

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but 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, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Ken Maguire & Associates, PLLC, with an office located at 3366 Park Avenue, Wantagh, New York 11793 ("Counsel" or "Contractor").

### W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on the Effective Date and shall terminate two (2) years thereafter, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods.

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

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Forty-five Thousand Dollars (\$45,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Kenneth R. Maguire/Partner:	\$235.00
(ii) Associates:	\$185.00
(iii) Paralegal:	\$75.00

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

appearances.

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

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local laws, including, but not limited to laws relating to conflicts of interest, human rights, anti-discrimination, and equal employment opportunity. Counsel shall not discriminate on the basis of race, sex, age, religion, or ethnicity in the performance of its duties. (b) Conflicts of Interest. Counsel shall not engage in any activity that may conflict with its duties to the County.

comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the standards of the legal profession. Counsel shall not perform any services that are inappropriate or otherwise in violation of the standards of the legal profession.

maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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

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

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

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

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

(c) Diligent Coverage Changes. No Indemnified Agent, prior to the execution of all contracts, shall be required to execute any contract for the performance of any insurance coverage required to be carried by Counsel under this Agreement.



of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the last payment under this Agreement, complete and accurate records of all transactions and activities related to the performance of this Agreement.

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

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

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

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

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, and (ii) if to the County Attorney, to the attention of the County Attorney at the address specified above for the County Attorney.

the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

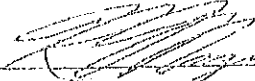
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature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

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

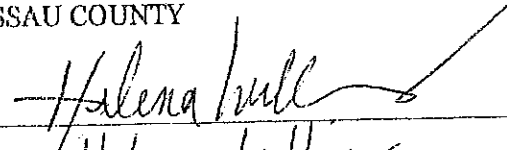




23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

KEN MAGUIRE & ASSOCIATES, PLLC

By:   
Name: KENNETH R. MAGUIRE  
Title: PRINCIPAL  
Date: 11/14/17

NASSAU COUNTY

By:    
Name: Helena Williams   
Title: County Executive  
☒ Deputy County Executive   
Date: 2-28-18  2-28-18

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of December in the year 2017 before me personally came Kenneth M. Gagne 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 Kennedy Roof & Associates, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

COURTNEY L SCHARPF  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 028C6352368  
Qualified in Suffolk County  
Commission Expires 12/27/2020

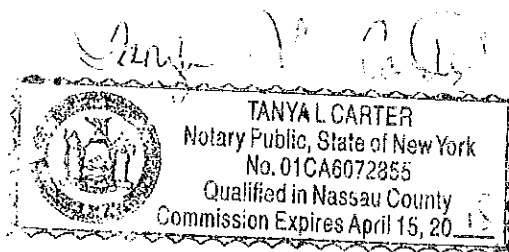
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23 day of February in the year 2018 before me personally came Patricia Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## Appendix A

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

1. Casualty
2. Commercial Litigation
3. Federal Civil Rights Section 1983
4. Insurance
5. Municipal Law
6. Transactions
7. Torts

The Department may qualify Counsel in additional areas of law.

## **Appendix EE**

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

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department of Contract Administration or Sales and Marketing of the County before negotiating with



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. 14-2009 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 by the contractor and/or subcontractor distinct from the County Contract as expressed in the terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment made by the County or County Department, subdivision, agency, or authority, or to any contract or subcontract entered into by the County or County Department, subdivision, agency, or authority.

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 E

Certificate of Compliance

In compliance with Local Law 4-2000, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

\_\_\_\_\_, Kenneth R. Maguire \_\_\_\_\_ (Name)

Ken Maguire & Associates, PLLC, 3366 Park Ave, Wantagh, NY, 11793 \_\_\_\_\_ (Address)

516-228-8400 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (a) comply with the requirements of the Nassau County Living Wage Law or (b) if not applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that 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, in the course 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 penalties or seeking damages against the Contractor.

3. If Contractor is a Contractor \_\_\_\_\_ ☒ If Contractor is a subcontractor of a government agency or a related federal, state or local government agency, Contractor warrants that it has no beneficial labor relations or administrative relationship with the County or any of its departments or agencies, and that it is not a subsidiary of any of the County's departments or agencies.

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

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

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

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

11/14/17  
Dated

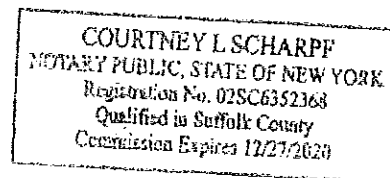
[Signature]  
Signature of Chief Executive Officer

[Signature]  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[Signature]  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2017

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

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

**PRODUCER**  
Crystal & Company  
Crystal IBC LLC  
32 Old Slip  
New York NY 10005

**CONTACT NAME:** Michael Torrens  
**PHONE (A/C, No., Ext.):** 305-938-5112 **FAX (A/C, No.):** 305-421-0999  
**E-MAIL ADDRESS:** michael.torrens@crystalco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Insurance Company of	19046
INSURER B: The Charter Oak Fire Insurance Company	25615
INSURER C: Liberty Insurance Underwriters, Inc	19917
INSURER D:	
INSURER E:	
INSURER F:	

**INSURED** KENMAG  
Ken Maguire & Associates PLLC  
950 Franklin Avenue  
Suite 101  
Garden City NY 11530

## COVERAGES

**CERTIFICATE NUMBER:** 2012088575

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		6804784B171	8/21/2017	8/21/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 3  COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<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	<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 <input type="checkbox"/>		UB4J304787	8/21/2017	8/21/2018	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Excess Professional Liability		0095440117	8/21/2017	8/21/2019	Limit 2,000,000 Limit 1,000,000

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

Certificate holder Nassau County is listed as an Additional Insured with respects to the insureds. General Liability coverage per written contract.

## CERTIFICATE HOLDER

County of Nassau  
Office of the County Attorney  
One Nassau Square  
Mineola NY 11501-9920

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Crystal & Company*

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August 22, 2017

Frank Crystal & Co, Inc  
32 Old Slip  
18th Floor  
New York, NY 10005

Firm Name: Ken Maguire & Associates, P  
Policy Effective Date: 8/21/2017  
Policy Expiration Date: 8/21/2018  
Policy Number: 009544-0117  
Account Number: 0255379000

**RE: PROFESSIONAL LIABILITY INSURANCE POLICY**  
*Aon Attorneys Advantage*

Dear Frank Crystal & Co, Inc.

Enclosed please find a copy of your client's professional liability insurance policy for you to deliver to your client.

Thank you for placing coverage through Aon Attorneys Advantage. We appreciate the confidence you place in us and look forward to assisting you when the need arises.

To help keep your client informed regarding the latest risk management practices, they will receive *The Quarter Hour* newsletter, as well as access to the Aon Attorneys Advantage Risk Management Resources Website and our free online Continuing Legal Education courses. Enclosed you will find more information about our risk management program and the services it has to offer you.

If you have any questions about your client's insurance coverage, please do not hesitate to contact us. We are happy to answer any questions that you may have.

Sincerely,

Affinity Insurance Services, Inc.

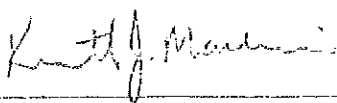
Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (CIC 13995) (AR 100109020) in CA & WA. Affinity Insurance Agency, Inc. (CA 0795486) in CA & WA, is a separate entity. In WA, Affinity Insurance Agency, Inc. is a subsidiary of Affinity Insurance Services, Inc. In WA, Affinity Insurance Agency, Inc. is a subsidiary of Affinity Insurance Services, Inc. In WA, Affinity Insurance Agency, Inc. is a subsidiary of Affinity Insurance Services, Inc.

**Affinity Insurance Services, Inc.**  
159 E. County Line Road • Hatfield, PA 19040-1218  
Telephone: 215 773.4052 • Fax: 215.773.4590  
[www.attorneys-advantage.com](http://www.attorneys-advantage.com)

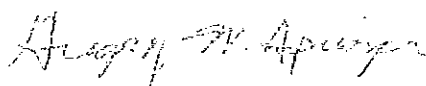
L-11134-0115  
E POLICY

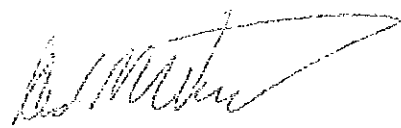
<b>COMPANY:</b> AXIS Insurance Company		<b>POLICY NUMBER:</b> 009544-0117			
<b>Item 1. Named Insured:</b> Ken Maguire & Associates, PLLC 950 Franklin Avenue Suite 101 Garden City, NY 11530-1712		<b>Item 2. Policy Period:</b> (A) Inception Date: 8/21/2017 (B) Expiration Date: 8/21/2018 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>			
<b>Item 3. Limits of Liability:</b> \$2,000,000 each Claim \$2,000,000 Aggregate		<b>Item 4. Deductible:</b> \$5,000 each Claim			
<b>Item 5. Retroactive Date:</b> 8/21/2004		<b>Item 6. Premium:</b> \$7,050.00			
<b>Item 7. Notices to Company:</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Notice of Claim To Be Sent To:</u>            AXIS Professional Insurance            300 Connell Drive, Suite 8000            Berkeley Heights, NJ 07922-0357            Email: AttysAdvClaimNotice@axiscapital.com         </td> <td style="width: 50%; vertical-align: top;"> <u>All Other Notices To Be Sent To:</u>            Aon Affinity Insurance Services, Inc.            159 E. County Line Road            Hatboro, PA 19040-1218            Fax: 312.381.0875            Email: AffinityLawyersAdmin@aon.com         </td> </tr> </table>				<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNotice@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNotice@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com				
<b>Item 8. Endorsements Effective at Inception:</b> ALPL-101 NY (03-15) ALPL-323 NY (04-15) ALPL-324 NY (02-15) ALPL-505 (09-14)					

The Company has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Company.

  
 \_\_\_\_\_  
 Authorized Representative

August 22, 2017  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Gregory M. Rodriguez, President

  
 \_\_\_\_\_  
 Vice President



August 18, 2017

AMWINS  
308 Farmington Avenue  
2nd Floor  
Farmington, CT 06032

ATTENTION: PHILIP CHESTER

RE: Professional Liability Quote (Excess - Lawyers Professional)

Submission Number: 379386  
Renewal of: LHZ759090  
Company: Landmark American Insurance Company - (Best rating: A+ XIII)  
Insured: KEN MAGUIRE & ASSOCIATES, PLLC  
GARDEN CITY, NY

Professional Services: LAW FIRM

Policy Dates: August 21, 2017 - August 21, 2018

Form: RSG 51036 0916 Excess Professional Liability Coverage Form  
Claims Made and Reported Basis - Follow Form

Retroactive Date: November 09, 2011

Each Claim Limit: \$1,000,000

Aggregate Limit: \$1,000,000

In Excess of Each Claim: \$2,000,000

In Excess of Aggregate: \$2,000,000

Policy Attachments

- RSG 56027 0903 Employment Practices Liability Exclusion
- RSG 54124 0217 Extended Reporting Period Amendatory Endorsement (Multiple Options - Excess Follow Form)
- RSG 54025 0405 Minimum Retained Premium
- RSG 99086 0815 New York Surplus Lines Disclosure Notice
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56069 0104 Prior and Pending Litigation Exclusion
- RSG 56070 1009 Prior Knowledge Exclusion
- RSG 94022 0407 Service Of Suit
- RSG 99022 0415 State Fraud Statement
- RSG 56180 0717 Violation of Consumer Protection Laws Exclusion (LPL)