



Certified:

E-138-20

Filed with the Clerk of the
Nassau County Legislature
September 28, 2020 4:18pm

NIFS ID:CLAT20000007 Department: County Attorney

Capital:

SERVICE: Special Counsel

Contract ID #:CQAT19000013 NIFS Entry Date: 26-JUN-20 Term: from to

Amendment
Time Extension: X
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:	N
5) Insurance Required	Y

Vendor Info:	
Name: Calcaterra Pollack LLP	Vendor ID#: 850848707
Address: 250 Oak Road	Contact Person: Regina
New Suffolk, NY 11956	Calcaterra
	Phone: (212) 899-1766

Department:
Contact Name: Mary Nori
Address: 1 West Street
Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	NIFS Entry: X	10-JUL-20 -- MREYNOLDSAT
Department	NIFS Approval: X	10-JUL-20 -- MNORIAT
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-AUG-20 -- IQUIRESHI
OMB	NIFS Approval: X	14-JUL-20 -- JNOGID
County Atty.	Insurance Verification: X	10-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	10-JUL-20 -- JDELLE
CPO	Approval: X	04-AUG-20 -- KOHAGENCE
DCEC	Approval: X	05-AUG-20 -- JCHIARA

Dep. CE	Approval: X	18-AUG-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	28-SEP-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

<p>Purpose: This is an Amendment to amend the start date to an earlier term of May 7, 2019 and also to assign the Hall v. Nassau County, et al ("Hall Litigation") case from Wolf Haldenstein Adler Freeman & Herz, LLP, original counsel ("Wolf") to Regina Calcaterra ("Regina") of Calcaterra Pollack LLP ("Calcaterra"). Wolf began work in May and two invoices were paid to this firm, we are seeking to amend the date to pay a remaining invoice. Regina, a key member in the County's defense in the Hall Litigation, has left Wolf to form the firm Calcaterra. As a result of her departure, Wolf now desires to assign the Hall Litigation and this Agreement to Calcaterra.</p>
<p>Method of Procurement: The original contract was entered into after the County Attorney's Office ("Office") conducted a formal request for qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas. The RFQ committee evaluated proposals and qualified firms. After establishing a panel of qualified legal counsel, the Office proceeded to conduct a mini-bid solicitation for proposals for special counsel. The Office requested proposals from the one firm qualified as special counsel in the area of "Class Action" as well as two firms outside the panel. Due to the complex nature of this class action litigation, it was determined law firms with highly specialized legal knowledge and experience with this type of class action suit should be solicited. Proposals from the three firms were scored and ranked. As a result, the evaluation committee chose the firm of Wolf Haldenstein Adler Freeman & Herz LLP. For continuity of service and knowledge of the case, Wolf desires to assign the Hall case to Calcaterra.</p>
<p>Procurement History: In April 2018, the County Attorney's Office ("Office") conducted a formal request for qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas. The Office's RFQ committee evaluated the proposals and qualified firms. After establishing a panel of qualified legal counsel, the Office proceeded to conduct a streamlined solicitation for proposals ("mini-proposal") for special counsel. Due to the complex nature of this class action litigation, it was determined law firms with highly specialized legal knowledge and experience with this type of class action suit should be solicited. A total of three candidates were solicited. Two proposals were received, one firm declined to submit a proposal. The three firms solicited were: (1) Wolf Haldenstein, (2) Hogue Newman and (3) Duane Morris. Duane Morris opted to not submit a proposal. After interviews were conducted of the two (2) responding firms, the committee unanimously chose Wolf Haldenstein based on overall response to the proposal, demonstrated capacity to handle this assignment, extensive experience in both suing and defending municipalities, the requisite staff to ensure this case would be handled properly and overall best value to the County. The evaluation committee consisted of: Laurel Kretzing, Bureau Chief of Litigation; Ann-Margaret Barriga, Bureau Chief of Property Assessment Litigation; and Liora Ben-Sorek, Section Chief of Litigation.</p>
<p>Description of General Provisions: Services shall include, but not be limited to, motion practice; pre-trial work; discovery; class certification; motion to dismiss; trial; appeals; transactional related issues, and such other Services as may be required to fully represent the County.</p>
<p>Impact on Funding / Price Analysis: \$.01 (no increase to the maximum amount under the terms and conditions of this amendment)</p>
<p>Change in Contract from Prior Procurement: n/a</p>
<p>Recommendation: (approve as submitted) Approve as Submitted</p>

Advisement Information

BUDGET CODES		<table><tr><th>FUNDING SOURCE</th><th>AMOUNT</th></tr><tr><td>Revenue</td><td></td></tr><tr><td>Contract:</td><td></td></tr><tr><td>County</td><td>\$ 0.01</td></tr><tr><td>Federal</td><td>\$ 0.00</td></tr><tr><td>State</td><td>\$ 0.00</td></tr><tr><td>Capital</td><td>\$ 0.00</td></tr><tr><td>Other</td><td>\$ 0.00</td></tr><tr><td>TOTAL</td><td>\$ 0.01</td></tr></table>	FUNDING SOURCE	AMOUNT	Revenue		Contract:		County	\$ 0.01	Federal	\$ 0.00	State	\$ 0.00	Capital	\$ 0.00	Other	\$ 0.00	TOTAL	\$ 0.01	<table><tr><th>LINE</th><th>INDEX/OBJECT CODE</th><th>AMOUNT</th></tr><tr><td>2</td><td>ATGEN1100/DE502</td><td>\$ 0.01</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td>TOTAL</td><td>\$ 0.01</td></tr></table>		LINE	INDEX/OBJECT CODE	AMOUNT	2	ATGEN1100/DE502	\$ 0.01			\$ 0.00			\$ 0.00			\$ 0.00			\$ 0.00			\$ 0.00		TOTAL	\$ 0.01
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Object:	DE502																																													
Transaction:	109																																													
Project #:																																														
Detail:																																														

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE, AND
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP, AND
CALCATERRA POLLACK LLP

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Wolf Haldenstein Adler Freeman & Herz LLP and
Calcaterra Pollack LLP, to provide legal services, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to a personal services agreement with Wolf Haldenstein Adler Freeman &
Herz LLP and Calcaterra Pollack LLP



Nassau County Interim Finance Authority

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

1. Vendor: Calcaterra Pollack LLP

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

Amount to be encumbered: \$.01

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: 05/07/2019 to completion

Has work or services on this contract commenced? Y ____

If yes, please explain: ongoing contract

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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:

Representation of Nassau County related to class action case assigned to Counsel, entitled: Hall v. Nassau County Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al.

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

Nassau County Attorney as to form Y

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

AUTHORIZATION

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

IQURESHI

04-AUG-20

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.

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: Calcaterra Pollack LLP

CONTRACTOR ADDRESS: 1140 Avenue of the Americas, 9th Fl., New York, NY 10036

FEDERAL TAX ID #: 850848707

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 October 17, 2019. This is an amendment to amend the start date to an earlier term of May 7, 2019 (copies of the relevant pages are attached), and also to assign the *Hall v. Nassau County, et al* ("Hall Litigation") case from Wolf Haldenstein Adler Freeman & Herz, LLP (original counsel) to Regina Calcaterra ("Regina") of Calcaterra Pollack LLP ("Calcaterra"). Regina, a key member in the County's defense in the Hall Litigation, has left Wolf to form the firm Calcaterra. As a result of her departure, Wolf now desires to assign the Hall Litigation and this Agreement to Calcaterra. The original contract was entered into after the County Attorney's Office ("Office") conducted a formal request for qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas. The RFQ committee evaluated proposals and qualified firms. After establishing a panel of qualified legal counsel, the Office proceeded to conduct a mini-bid solicitation for proposals for special counsel. The Office requested proposals from the one firm qualified as special counsel in the area of "Class Action" as well as two firms outside the panel. Due to the complex nature of this class action litigation, it was determined law firms with highly specialized legal knowledge and experience with this type of class action suit should be solicited. Proposals from the three firms were scored and ranked. As a result, the evaluation committee chose the firm of Wolf Haldenstein Adler Freeman & Herz LLP.

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 Law²Section 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.

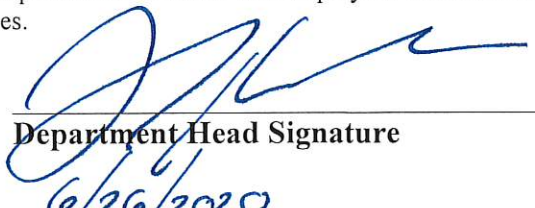
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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
6/26/2020

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

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: 05/04/2020

1) Proposer's Legal Name: Calcaterra Pollack LLP

2) Address of Place of Business: PO Box 257

City: New Suffolk State/Province/Territory: NY Zip/Postal Code: 11956

Country: US

3) Mailing Address (if different): PO Box 257

City: New Suffolk State/Province/Territory: _____ Zip/Postal Code: 11956

Country: US

Phone: [REDACTED]

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

Due to COVID we are all working virtually and presently are not paying rent for an office.

4) Dun and Bradstreet number: 0000000000

5) Federal I.D. Number: 85-08448707

6) The proposer is a: Partnership (Describe) _____

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 ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ 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, an explanation of the circumstances and corrective action taken.

In July 2013 I was appointed by Governor Andrew Cuomo to serve as executive director of a statewide commission. At that time I worked for the Governor. The commission was closed down in March/April 2014. Thereafter, the US Attorney for the SDNY began an investigation into the closing of the commission. I, like many other people who worked for the Governor were investigated. In August 2015 I was advised that I was cleared. In January 2016 the US Attorney publicly stated the the investigation is over.

- 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, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

NO conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Calcaterra Pollack LLP has implemented a conflict check process with every prospective client. Records are searched and correspondence is sent out firm-wide inquiring if a conflict exists with the proposed plaintiffs and defendants. A record is made of the conflict check and out into our data base.

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

04/01/2020

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

Principals of Calcaterra Pollack LLP

Partner: Regina M. Calcaterra

Home Address:

Partner: Janine L. Pollack

Home Address:

No individuals with a financial interest in the company have been attached..

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

None. This is a partnership so we just have partners. Please see response to above questions for equity partners and home addresses.

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

6

vi) Annual revenue of firm;
2000000

vii) Summary of relevant accomplishments
See attachment. Also annual revenues above are estimated as this is a new firm. Estimates are based upon existing cases.

1 File(s) Uploaded: Calcaterra Pollack LLP - Firm Qualifications.pdf

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

B. Indicate number of years in business.

0

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

1 File(s) Uploaded: Calcaterra Pollack LLP - Firm Qualifications.pdf

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

Company	Suffolk County Executive		
Contact Person	Dennis Cohen, Chief Deputy & County Attorney		
Address	100 Veterans Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-5593		
Fax #			
E-Mail Address	rcalcaterra@calcaterrapollack.com		

Company	MTA		
Contact Person	Ivy Stempel, Sr. Counsel		
Address	2 Broadway		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 878-7251		
Fax #			
E-Mail Address	istempl@mtahq.com		

Company	Kentucky Retirement System		
Contact Person	Vicky Hale, Counsel		
Address	1260 Louisville Rd.		
City	Frankfort	State/Province/Territory	KY
Country	US		
Telephone	(502) 696-8800		
Fax #			
E-Mail Address	victoria.hale@kyret.gov		

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

I, Regina Calcaterra , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Calcaterra Pollack LLP

Electronically signed and certified at the date and time indicated by:
Regina calcaterra [RCALCATERRA@CALCATERRAPOLLACK.COM]

Partner
Title

07/07/2020 02:04:49 PM
Date

CALCATERRA POLLACK LLP

Experience, Integrity, & Leadership



CALCATERRA POLLACK LLP

Calcaterra Pollack LLP (“Calcaterra Pollack” or the “Firm”) is pleased to present our qualifications to the County of Nassau. As set forth below, our partners have litigated dozens of class actions, including federal and state complex litigation, securing several hundred million dollars in recoveries for our clients. The Firm’s partners have over five decades of experience prosecuting consumer protection, antitrust, securities, social justice, and commercial federal and state complex litigation. They have been recognized for their litigation experience and leadership, as reflected in numerous lead counsel appointments in national class action litigations and the election of a named partner as Co-President of the National Association of Shareholder and Consumer Attorneys (an organization representing class action plaintiffs’ attorneys protecting consumer and shareholder rights). Calcaterra Pollack prides itself on its broad experience and strong diversity within the firm. The Firm is applying for certification as a New York State Women Owned Business and membership with the Women Business Enterprise National Council.

Practice Areas

Consumer Protection

The Firm’s attorneys have secured significant recoveries for plaintiffs in matters related to consumer protection violations. Calcaterra Pollack pursues class action and individual claims on behalf of consumers who have purchased goods or services that are defective, falsely advertised, or sold through deception. Many times, such products cause death or injury, thereby requiring litigation to curtail such practices and secure compensation for our clients.

Notable Current Consumer Protection Litigation:

- **Seeking Compensation from Opiate Manufacturers and Distributors who Caused the Opioid Crisis on behalf of Labor Health & Welfare Benefit Funds:** Calcaterra Pollack is representing labor health and welfare benefit funds, including the Teamsters Local 237, the New York City District Council of Carpenters, and the Hollow Metal Trust Fund, in *In re National Opiate Litigation MDL* against opiate manufacturers and distributors. The allegations against the defendants include misrepresenting the risks of addiction from prescription opioids; advising that signs of opioid addiction should be treated with more opioids; making false representations as to how opioid addiction could be avoided and managed; denying risks of higher opioid dosages; and falsely touting the benefits of long-term opioid use. As a result, our clients incurred burdensome costs, in relation to their members, for (largely ineffective) opioid prescriptions, treatments, and other related health expenses.
- **Co-Counsel Representing Seven Families across the US who Lost Their Infants against Mattel, Inc. And Fisher-Price, Inc. for Falsely Advertising the Safety of the Rock ‘n Play Infant Sleeper:** Calcaterra Pollack represents seven families whose infants tragically passed away in the Fisher- Price Rock ‘n Play Sleeper. Our

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clients now seek to hold Fisher-Price, Inc., and its corporate parent Mattel, Inc., accountable for their children's untimely and avoidable deaths. The complaints filed on their behalf allege that the defendants had actual knowledge that the Rock 'n Play Sleeper could cause infant deaths if used as a sleeper, yet nevertheless callously persisted in marketing and selling the Rock 'n Play Sleeper to unsuspecting families for years, until it was finally recalled in April 2019. The recall came too late to save the Plaintiff Families' children, and over 80 other infants, who died while sleeping in the Rock 'n Play Inclined Sleeper between 2009 and 2019.

- **Lead Counsel Representing Consumers against Ulta, Inc. For Reselling Used Cosmetics to Unknowing Customers:** Calcaterra Pollack serves as lead counsel in a federal class action against Ulta Beauty, Inc. ("Ulta"). The suit alleges that for years Ulta secretly restocked and resold used cosmetics, including mascaras, foundations, and other products such as lotions and shampoos. Customers had no way of knowing whether the makeup or cosmetic supplies they bought were new or had been previously used by other customers. This case seeks to require that Ulta stop its practices, retrain its staff, and refund to customers money spent on used or dirty makeup and cosmetic products that were sold as new.
- **Lead Counsel Seeking Compensation for Failure to Provide Homeowners with Interest Payments for their Mortgage Escrow Accounts:** Calcaterra Pollack is representing residential homeowners and clients of Santander Bank in a class action regarding failure to provide residential homeowners with interest payments for their mortgage escrow accounts, as required under New York State law, as well as other states that have similar provisions.

Antitrust

Antitrust laws protect the public by preserving and nurturing the economic advantages inherent in free-market competition. Calcaterra Pollack's antitrust practice works to ensure that these protections are being enforced at both the state and federal level, increasing recoveries for consumers and businesses that have been harmed by anti-competitive practices while encouraging the adoption of remedies intended to discourage future violations. Antitrust violations can include monopolization, price-fixing and manipulation, and other anti-competitive practices.

Notable Current Antitrust Litigation:

- **Executive Committee Counsel Representing the MTA's Public Pension Funds against Nine Banks for Unfair Investment Costs Incurred Resulting from Bid-Rigging and Market Manipulation on the Mexican Bond Market:** Calcaterra Pollack represents New York's Metropolitan Transportation Authority's pension funds, the Manhattan and Bronx Surface Transit Operating Authority Pension Plan and the Metropolitan Transportation Authority Defined Benefit Pension Plan Master Trust, in an antitrust class action against ten global banks and their

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affiliates. The allegations against the banks result from a scheme to manipulate prices on the Mexican government bond market. The defendant financial institutions were part of an exclusive group of Mexican government-approved market makers for the bonds who allegedly abused this dominant position to unlawfully increase the profitability of their trading and sales businesses by overcharging and underpaying their customers for over eleven years. The collusion and market manipulation resulted in investors paying more and recovering less. In October 2019, Mexico's antitrust regulator, the Comisión Federal de Competencia Económica (COFECE), announced formal charges against seven of the defendants.

- **Seeking Recovery against Visa and MasterCard for Interchange Fee Cost Collusion over Fourteen Years on behalf of the MTA:** Calcaterra Pollack represents the Metropolitan Transit Authority ("MTA") and several of its affiliates and subsidiaries alleging restraint of trade in violation of the Sherman Antitrust Act against Visa and MasterCard. The lawsuit is an "opt-out" action from a class action in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (MKB) (JO), and principally concerns defendants' allegedly unlawful actions to impose and enforce rules that limited merchants from steering their customers to other payment methods, thereby causing merchants to pay excessive interchange fees. Merchants throughout the U.S., including the MTA, were forced to pay non-competitive fees to the credit card companies for over fourteen years. This opt-out litigation is seeking an increased recovery beyond what could have been recovered otherwise.

Securities Litigation & Shareholder Protection

Calcaterra Pollack LLP is dedicated to ensuring our clients are treated fairly by maximizing recoveries of lost funds and addressing corporate governance issues to enhance shareholder value. Our attorneys have been part of litigation teams that recovered several hundred million dollars on behalf of institutional investors, including the New York State Common Retirement Fund and the Ohio Teachers Retirement Plan. Such experience also includes advising institutional investors on issues related to corporate governance, shareholder rights, portfolio monitoring and claims filing, and private and class action securities litigation. Our Firm works to hold companies accountable for misconduct and misrepresentations to their shareholders and investors.

Notable Current Securities Class Action Litigation:

- **Co-Counsel on Lead Counsel Team Representing the MTA's Public Pension Funds Against Molson Coors, et al., Seeking to Recoup Investment Losses Suffered Due to False Financial Statements:** Our Firm represents the MTA's pensions funds, the Manhattan and Bronx Surface Transit Operating Authority and the Metropolitan Transportation Authority Defined Benefit Pension Plan Master Trust, in *In re Molson Coors Brewing Company Securities Litigation*, Case No. 1:19-cv-00455-DME-MEH (D. Colo.), a securities class action brought against Molson Coors Brewing, Co., and certain of its executives and officers, seeking recovery for the lead

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plaintiffs and the entire class of investors. The defendants allegedly misled investors by misstating the company's tax liability by almost \$248 million in financial filings.

Municipal Representation

Calcaterra Pollack has decades of experience representing state and local governments, authorities, affiliated entities, and public pension funds in complex federal and state litigation, both as in-house counsel and outside counsel. Providing such counsel requires a keen understanding of the budgetary constraints of the public sector balanced with the mandate to provide efficient and accessible services to the public while adhering to related state and local ordinances. Our attorneys also have experience in directing statewide commissions that uncovered wrongdoing and led to massive overhauls of related statutory and regulatory regimes.

In addition to the public pension fund representation experience described above, another notable matter representing municipalities or governmental entities is provided below:

- **Defended Government Entity Against Complex Federal Class Action Discrimination Litigation:** Our attorneys represented a large New York metropolitan County in a complex federal class action alleging discrimination based upon the county's tax assessment system and plaintiffs seeking \$1.7 billion in recovery.

Social Justice

Our Firm has a deep commitment to social justice issues, and our attorneys have experience litigating a wide range of matters with social justice dimensions. Our experience includes representing survivors of childhood sexual abuse under New York's Child Victims Act, representing minority-owned businesses against discriminatory treatment, and directing government investigations that improved the provision of public and private sector services.

Notable Current Social Justice Litigation:

- **Seeking Justice for Childhood Sexual Assault Victims under New York's Child Victims Act against the Timothy Hill Children's Ranch:** The Child Victims Act addresses the reality that survivors of childhood sexual abuse are often unable to report the abuse or seek justice until many years later. The CVA now allows individuals to bring legal claims concerning childhood sexual abuse that were previously time-barred under New York law. Calcaterra Pollack represents plaintiffs who were subjected to physical and sexual abuse as child residents at the Timothy Hill Children's Ranch ("the Ranch"), a Long Island group home for youth. The lawsuits allege that the Ranch failed to protect the children in their custody through its systemically inadequate supervision and safety practices, and detailed specific instances where staff members ignored the plaintiffs' pleadings for help and

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failed to protect them.

Commercial Litigation

Calcaterra Pollack represents corporations, partnerships, and sole proprietors in complex state and federal litigation, in addition to matters related to business relationships, contracts, business formation and dissolution, affairs related to corporate officers, directors and shareholders, and financial transactions.

Notable Current Commercial Litigation

- **Representing a New York Medicinal Marijuana Licensee in Complex State Commercial Litigation:** Calcaterra Pollack represents a New York medicinal marijuana licensee in a matter alleging twenty-nine causes of actions against multiple individual and corporate defendants addressing issues related to contracts, shareholder rights, corporate by-laws and voting rights, capacity to sue, financial transactions, and acquisitions by US and non-US entities.

REGINA CALCATERRA

About Regina



Regina Calcaterra is a co-founding partner of Calcaterra Pollack LLP. Regina specializes in complex federal and state litigation representing public entities, labor health and welfare funds, businesses, and individuals. Prior to founding the Firm, Regina was a partner at securities and consumer class action litigation firms for twelve years. She is also a *New York Times* best-selling author.

Regina also brings a wealth of experience to the firm from a series of senior executive positions she held in public service, including:

- Executive Director to two of New York State Governor Andrew Cuomo's statewide investigatory commissions
- Chief Deputy to Suffolk County Executive Steven Bellone
- Deputy General Counsel to the New York State Insurance Fund
- Deputy General Counsel to the New York City Employees' Retirement System

Regina is admitted to practice in the State of New York, the Commonwealth of Pennsylvania, and the United States District Courts of the Southern, Eastern, and Northern Districts of New York.

Representative Matters

- Representing several of the largest New York City labor health and welfare benefit funds in the federal class action multi-district litigation against opioid manufacturers and distributors seeking recoveries rising from the opiate crises.
- Co-Counsel representing public sector pension funds in a federal securities class action brought against a company and certain of its executives and officers, seeking recovery for the lead plaintiffs and the entire class of investors. The defendants allegedly misled investors by misstating the company's tax liability by almost \$248 million in financial filings.
- Representing a large metropolitan area public authority and its affiliates in a national antitrust opt-out suit brought against global credit card companies that allegedly colluded and rigged the interchange fee for all merchants.

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- Executive Committee Member representing institutional investors in a federal antitrust class action seeking recovery from over nine banks who allegedly participated in bid-rigging and market manipulation on the Mexican Government Bond market.
- Co-Lead Counsel representing seven families who lost their infants in the Rock 'n Play Sleeper against Mattel, Inc. and Fisher-Price, Inc.
- Representing a privately held company on complex state litigation related to contracts, affairs related to corporate officers, directors and shareholders and financial transactions.
- Representing survivors of childhood sexual assault pursuing justice via New York's Child Victims Act.
- Served on the federal securities class action co-lead counsel teams representing: the New York State Common Retirement Fund, recovering over \$6.2 billion in *In Re WorldCom Securities Litigation* and over \$2.1 billion in *In re McKesson Securities Litigation*; and the Ohio Teachers Pension Fund, recovering over \$250 million against Merrill Lynch regarding its role related to mortgage-backed securities contributing to the 2008 recession.

Previous Executive Public Sector Experience

- Appointed by New York State's Governor Andrew Cuomo as Executive Director to two statewide commissions, one of which investigated public corruption and another which investigated publicly and privately owned utilities to determine their storm preparedness. Findings resulted in statewide adoption of new legislation strengthening New York State's penal law and campaign finance rules and enhancement of regulatory oversight of the New York State Board of Elections, in addition to the creation of a new statutory and regulatory regime designed to ensure a reinforced and storm-prepared power grid and greater accountability.
- Served as Chief Deputy County Executive to the Suffolk County Executive Steven Bellone. Assisted in reducing a financially challenged county's deficit by several hundred million dollars through vendor outlay reductions, streamlining and restructuring of government services, and obtaining state authority to implement revenue-generating initiatives. Managed the emergency response to and immediate recovery from ramifications of Superstorm Sandy in a county of over 1.5 million residents.
- Provided general counsel benefit administration to the New York City Employees' Retirement System, a \$38 billion fund.

Education

Seton Hall University School of Law (J.D., 1996)

State University of New York at New Paltz (B.A., 1988)

Professional Affiliations

Regina is a member of various institutional investor associations such as the National Association of Public Pension Attorneys and the American Bar Association's Committee on Institutional Investors.

Publications

Regina is a New York Times bestselling author. Her memoir, *Etched in Sand, A True Story of Five Siblings Who Survived an Unspeakable Childhood on Long Island* (HarperCollins, 2013) has been incorporated into college and high school curricula throughout the United States. Regina is also co-author of a sequel, *Girl Unbroken, A Sister's Harrowing Journey from the Streets of Long Island to the Farms of Idaho* (HarperCollins, 2016).

Community Affiliations

Regina serves as the first vice chair to the SUNY New Paltz Foundation Board and a member of the Audit Committee; on the Board of Believers to You Gotta Believe, an organization that works to get older foster youth adopted; on the Advisory Board of The Felix Organization, which provides impactful opportunities and experiences to youth growing up in foster care; and on the Advisory Committee of the New York Society for the Prevention of Cruelty to Children.

Speaking Engagements

Regina has lectured on matters related to the state of U.S. public pension funds, complex federal litigation, SEC regulations, and corporate governance. Regina also speaks nationally on issues related to foster care, specifically the plight of older foster youth and childhood poverty, abuse and homelessness.

Honors

Regina has received numerous awards for her advocacy work, including the Champion of Civil Rights & Social Justice Award, City & State New York; Woman of Substance Award, Seton Hall Law School; Lifetime Achievement Award, Primi-Dieci Society and the Italy-America Chamber of Commerce Award; Speak Out for a Child Award, CASA-NYC; and the Geraldine Ferraro Award of Courage & Grace.

JANINE POLLACK

About Janine



Janine Pollack, Co-Founder of Calcaterra Pollack LLP, has been a class action litigator for almost 30 years and has prosecuted cases that have secured hundreds of millions of dollars for defrauded investors and consumers over the course of those nearly three decades. Her focus is on representing clients who seek redress from companies that employ deception in selling their products or services, including through false advertising. Janine is routinely appointed by courts as lead counsel and to other leadership positions, including in data breach litigation. As lead trial counsel, she has prosecuted jury and bench trials, and won a jury verdict against R.J. Reynolds for wrongful death in a tobacco case.

Janine is currently admitted to practice in the States of New York and New Jersey and in the Southern and Eastern Districts of New York and the District of New Jersey, in addition to several other District and Circuit courts.

Representative Matters

- One of the lead litigators in a consumer class action against a large chain of beauty product stores for failure to disclose policy resulting in the re-shelving of used goods.
- Lead litigator in a consumer class action against Santander bank for failure to pay interest on mortgage escrow monies.
- One of the lead litigators in a consumer class action against a lender for misrepresentations in financing documents to pay for energy-saving home improvements.
- Interim Co-Lead Counsel in a data breach class action against a large clothing retailer.
- One of the lead litigators in a consumer class action against a maker of baseball bats for false advertising and misrepresentations.

Education

University of Pennsylvania School of Law (J.D., 1989, elected to Journal of International Business Law)

Rutgers University (B.A., High Honors, English and French, 1986)

New York University in France Semester Abroad, Paris (1985)

Professional Affiliations

Janine currently serves as Co-President of the National Association of Shareholder & Consumer Attorneys (NASCAT), an organization of firms and attorneys which represents consumer and investor rights and supports the opportunity for consumers and investors to bring class action suits. As Co-President, she develops and advocates for national and state policies impacting the class action bar, securities litigation plaintiffs' bar and consumer protection plaintiffs' bar. Janine is also the Chair of the Women's Initiative at NASCAT, which assists in advancing women as lead litigators. She has served as a team leader to develop Standards and Best Practices for Increasing Diversity in Mass Tort and Class Action Leadership for the Duke Law Center for Judicial Studies. Janine is also a member of the Women in the Legal Profession Committee of the Bar Association of the City of New York, where she recently was a co-editor of the publication, Street Smarts for Women Lawyers. She is also working on wellness projects as part of Committee activities.

Honors

Janine has been designated as a Super Lawyer every year since 2012 and was recently named in Lawdragon's list of 500 Leading Plaintiff Financial Lawyers for 2019. She has also been appointed numerous times to Law360 editorial boards. In 2012, Janine was one of the attorneys featured on the front page of The National Law Journal's Plaintiffs' Hot List for her work on the toning shoe cases, several of which resulted in record settlements jointly with the Federal Trade Commission against Reebok and Skechers.

MICHAEL LISKOW

About Michael



Michael Liskow is a partner at Calcaterra Pollack LLP. Michael has extensive experience litigating complex class actions on behalf of plaintiffs in consumer fraud, data breach, antitrust, securities, housing, and wage and hour matters, among others. Prior to joining the firm, Michael was a clerk for the Honorable Steven H. Levinson of the Supreme Court of Hawai'i, an associate at Quinn Emanuel Urquhart & Sullivan LLP, a Fulbright Teaching Assistant to the Slovak Republic, and a partner at two law firms practicing plaintiff-side class action litigation.

Michael is currently admitted to practice in the States of New York and California and in the U.S. District Courts for the Southern and Eastern Districts of New York and the Northern, Central, and Southern Districts of California.

Representative Matters

- Represents plaintiffs in a class action against the California State Compensation Insurance Fund on behalf of businesses charged improper workers' compensation insurance rates.
- Represents a plaintiff in an antitrust class action against Apple stemming from its monopolization of the iPhone application market that was heard before the U.S. Supreme Court. The Court ruled 5-4 in favor of the named plaintiffs against Apple.
- Represented plaintiffs in a class action against Bethpage Federal Credit Union and others for violations of the Real Estate Settlement Procedures Act, resulting in a full recovery for each class member.
- Represented plaintiffs in a class action on behalf of overbilled Verizon consumers which resulted in a full recovery, plus interest and fees, for every class member.
- Acted as lead counsel for the data breach class actions *Mizrahi v. NBEO* (D. Md.) and *Bokelman v. FCH Enterprises* (D. Haw.).

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- Represented consumers in numerous class actions challenging unfair and deceptive business practices, including against L.L. Bean, Nestlé Waters, Mondelēz, GNC, Banner Life Insurance, GNC, and Vibram.
- Represented a class of institutional and individual investors who suffered losses resulting from their investment in Goldman Sachs mortgage-backed securities, resulting in a recovery of over \$272 million.
- Represented a class of overcharged tenants of Stuyvesant Town and Peter Cooper Village resulting in a \$173 million recovery, the largest recovery for tenants in United States history.

Education

University of Pennsylvania Law School (J.D., 2005)

University of Kansas (B.A., Psychology, 2001)

Speaking Engagements

Cy Pres After Frank v. Gaos, presentation at 2019 NASCAT Annual meeting

Publications

“Is Equitable Estoppel in Arbitration a Sinking Ship?” *New York Law Journal* (Dec. 12, 2011)

Honors

Michael has been selected as a New York Super Lawyers “Rising Star” each year between 2013-2018, and as a New York “Super Lawyer” in 2019.

JUSTIN TERES

About Justin



Justin Teres is a senior associate at Calcaterra Pollack LLP. Justin has over a decade of experience in legal practice, having worked on a series of antitrust and securities fraud matters, as well as government investigations. Prior to joining the Firm, Justin practiced in the litigation group of a leading national law firm.

In addition to his work in litigation, Justin brings a wealth of federal and state public sector experience to the Firm. Justin served as counsel to two statewide investigatory commissions established by New York State Governor Andrew Cuomo and as counsel and legislative director to the late New York State Senator Jose Peralta. Prior to law school, Justin also worked on a variety of federal legislative and regulatory issues at the Washington, D.C. office of the world's largest independent public relations firm.

Justin is currently admitted to practice in the State of New York.

Representative Matters

- Member of team that successfully prosecuted a multi-million dollar antitrust and false advertising (Lanham Act) litigation related to electronic surveillance technologies.
- Routinely represents clients in responses to investigatory subpoenas issued by federal agencies, including the Federal Trade Commission and Securities and Exchange Commission.
- Managed legislative portfolio of New York State Senator and Ranking Member of Committee on Labor, drafting and introducing dozens of bills for consideration and successfully ushering several through passage and chaptering into New York State Law.
- Managed government investigation into compliance of New York State candidate campaign committees with the Election Law and associated campaign finance regulations.

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- Worked alongside colleagues to investigate the response of New York State electrical utilities to Superstorm Sandy, resulting in a series of proposed corrective actions to improve future service and policy recommendations adopted by the Public Services Commission and State Legislature.
- Led all aspects of pre-trial discovery work on several high-profile matters, including a class action against a chain of entertainment venues brought under the Telephone Consumer Protection Act (TCPA).

Education

New York University School of Law (LL.M., 2010)

American University, Washington College of Law (J.D., *cum laude*, 2009)

The George Washington University (B.A., Political Science, *cum laude*, 2004)

Professional Affiliations

Justin is Chair of the Committee on Solutions for Legislative Advocacy and Policy at the LGBT Bar Association of New York.

Community Affiliations

While a student, Justin held internships with former U.S. Senate Democratic Leader Tom Daschle, the federal government relations office of Cisco Systems, Inc., *The American Prospect*, the General Counsel of the U.S. Merit Systems Protection Board, and the International Bureau of the Federal Communications Commission. Justin was also an active member of American University's mock trial team, winning the 2009 San Diego Defense Lawyers' National Mock Trial Tournament. Justin also served as Executive Director of American University's Lambda Law Society – the law school's LGBTQ affinity organization – where he coordinated institutional responses with similar groups in the region and organized external activities, such as congressional lobbying efforts by law students aimed at overturning 'Don't Ask, Don't Tell.'

JAMES ALIAGA

About Jimmy



Jimmy Aliaga is an associate at Calcaterra Pollack LLP. Jimmy has experience litigating complex federal and state litigation including securities fraud class actions, consumer protection matters, and individual actions under New York's recently enacted Child Victims Act. Prior to joining the Firm, he was an associate at a plaintiffs' class action firm and served as an Assistant District Attorney in the Brooklyn District Attorney's Office. During his tenure, Jimmy conducted numerous bench and jury trials to verdict as lead counsel and coordinated grand jury investigations on a multitude of criminal actions.

He is currently admitted to practice in the State of New York and the U.S District Courts for the Southern and Eastern Districts of New York.

Representative Matters

- Represents institutional investors in a federal antitrust class action seeking recovery from over nine banks who allegedly participated in bid-rigging and market manipulation on the Mexican Government Bond market.
- Represents survivors of childhood sexual assault pursuing justice via New York's Child Victims Act.
- Represents families who lost their infants in the Rock 'n Play Sleeper against Mattel, Inc. and Fisher-Price, Inc.
- Represented institutional investors seeking class-wide relief through federal securities class actions.
- Represented a plaintiff class of workers alleging federal and state labor law violations against a publicly traded utility company.

Education

New York University School of Law (J.D., 2015)

James Madison University (B.A., magna cum laude, 2012)

Professional Affiliations

Hispanic National Bar Association, Region II, Young Lawyers Division Co-Chair

New York City Bar Diversity Fellowship, Alumni

ASAFE/New York City Bar Securities and Finance Law Seminar Series, Alumni

Community Affiliations

While attending New York University School of Law, Jimmy served as an intern with Morgan Stanley, PricewaterhouseCoopers LLP, the U.S. Commodity Futures Trading Commission, and the Office of the U.S. Attorney for the Eastern District of New York. He also served as a Senior Articles Editor for the Journal of Law & Liberty and an executive board member for the Suspension Representation Project and the Know Your Rights Project and participated in the NYU Legal Ethics Bureau's examination of prosecutorial misconduct.

Speaking Engagements

The Many Facets of Criminal Practice, NYU Law Alumni of Color Association, Panelist
Government & Prosecution Forum, An Introduction to Public Interest Lawyering, NYU
Public Interest Law Center, Panelist

Preparing for Prosecution Interviews, NYU Law Public Interest Law Center, Panelist

ANJORI MITRA

About Anjori



Anjori Mitra is a law clerk at Calcaterra Pollack LLP with broad civil and commercial litigation experience. Prior to joining the Calcaterra Law Group, she worked at a plaintiffs' class action firm on securities, consumer, and Child Victims Act litigation, as well as FINRA arbitrations. Before that, Anjori practiced in New Zealand as a barrister at one of New Zealand's preeminent barristers' chambers, where her work included securities and derivative litigation, labor disputes and investigations, consumer litigation, cross border matters, discrimination claims, and childhood sexual abuse litigation. She has appeared as counsel in a number of New Zealand courts and tribunals, including at the appellate level.

Anjori was admitted to practice in New Zealand in 2015. Anjori passed the July 2019 New York bar exam and her admission is pending before New York's Appellate Division, First Department.

Representative Matters

- Represents institutional investors in a federal antitrust class action seeking recovery from over nine banks who allegedly participated in bid-rigging and market manipulation on the Mexican Government Bond market.
- Represents families who lost their infants in the Rock 'n Play Sleeper in lawsuits against Mattel, Inc. and Fisher-Price, Inc.
- Represents survivors of childhood sexual assault pursuing justice under New York's Child Victims Act.
- Represented consumers in a class action against a large insurer and pharmacy benefit manager, alleging a mail-order program for prescriptions was a deceptive practice in violation of New York law.
- Represented investors who suffered losses in a federal securities class action against a large medical and wellness cannabis operator which allegedly misled investors as to its products.

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- Represented claimants in a FINRA arbitration alleging mismanagement of their accounts by a financial advisor.

Education

Columbia Law School (LL.M., Harlan Fiske Stone honors, 2019)

University of Auckland, New Zealand (LL.B. with honors, 2014)

University of Auckland, New Zealand (B.A., English, History, 2014)

Community Affiliations

While at Columbia Law School, Anjori served on the board of Columbia Law Women's Association, volunteered for the Sexual Respect Initiative and interned at the Knight First Amendment Institute, which focuses on protecting the freedoms of speech and the press. While at the University of Auckland Law School in New Zealand, Anjori was the editor-in-chief of the Public Interest Law Journal of New Zealand and volunteered for the Equal Justice Project, a pro bono organization which aims to increase access to justice in the community.

Honors

Anjori received a Parker School Certificate in international and comparative law during her LL.M. at Columbia Law School. She was also awarded a Spencer Mason Travelling Scholarship in Law from the Spencer Mason Trust in New Zealand for her LL.M. studies. She was a recipient of the 2017 Auckland District Law Society Prize (New Zealand) for best contribution to the New Zealand Women's Law Journal and received an honorable mention for the 2018 Hon Rex Mason Prize for Legal Writing (New Zealand).

ISIDORA ECHEVERRIA

About Isidora

Isidora Echeverria is the litigation paralegal at Calcaterra Pollack LLP, where she provides litigation support to the Firm's attorneys. Prior to joining the Firm, Isidora served as a paralegal and diversity pipeline intern at a plaintiff's side firm specializing in class action, civil rights, anti-trust and childhood sexual abuse litigation. Prior to her private sector paralegal experience, Isidora served as the 2019 Jennifer J. Raab Presidential Public Service Fellow, a prestigious opportunity whereby only one graduating student per year is selected to serve in the College's External Affairs Division. In this capacity, Isidora worked on critical public policy issues addressing the metropolitan area. Isidora is also a vocal advocate of immigrant rights and works closely with Deferred Action for Childhood Arrival (DACA) recipients in New York City to advance their legal interests through non-profit volunteering.

Education

Isidora received her B.A. in Political Science and Public Policy from the City University of New York Hunter College in 2018. She graduated as an Eva Kastan Grove Scholar & Fellow.

DANIELA MAESTRO

About Daniela

Daniela Maestro serves as the Director of Operations and Marketing at Calcaterra Pollack LLP. Prior to joining the Firm, Daniela was a client development and marketing coordinator and litigation secretary at a plaintiffs' class action firm. Before entering the legal field, Daniela managed the technical research library at an international environmental conservation NGO in Washington DC, where she supported ongoing research and publication programs and contributed to initiatives to broaden the impact and dissemination of conservation science. While in Washington DC, she was an active member of the Society for Scholarly Publishing, the Council of Biology Editors, the Council of Science Editors, and the Special Libraries Association, and was a regular participant in conferences and programs intended to improve and support open access to scientific research and data.

Education

Daniela received her education at Smith College and the George Washington University Elliott School of International Affairs.

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: Regina Calcaterra

Country: US

Business Address: PO Box 257

City: New Suffolk State/Province/Territory: NY Zip/Postal Code: 11956

Country: US

Telephone: 212 899 1760

Other present address(es): 1140 Ave of the Americas, 9th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10036

Country: US

Telephone: 212 899 1766

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	04/02/2020
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

75% equity interest.

1 File(s) Uploaded: Calcaterra Pollack Partnership Agreement .pdf

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 ☐ If Yes, provide details.

I am the guarantor to a \$1.5 mn two-year revolving line of credit for Calcaterra Pollack LLP.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

While working for NYS Governor Andrew Cuomo I was appointed executive director of a statewide commission in July 2013. At this time I worked for the Governor. When the commission was closed down in March/April 2014 the US Attorney for the Southern District of NY began an investigation into the closing of the commission. Although I along with many others in the Governors office were investigated because we worked on/for this commission I was cleared in August 2015. Then in January 2016 the US Attorney for the SDNY publicly stated that his investigation concluded with no charges to anyone.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Regina Calcaterra , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Calcaterra Pollack LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Regina Calcaterra [RCALCATERRA@CALCATERRAPOLLACK.COM]

Partner

Title

06/19/2020 01:41:03 PM

Date

PARTNERSHIP AGREEMENT FOR CALCATERRA POLLACK LLP

Regina Calcaterra, an individual residing at [REDACTED] and Janine Pollack, an individual residing at [REDACTED] (collectively, the “Partners”) hereby agree and confirm that they desire to and hereby do form a partnership to engage in the practice of law as Partners under the name Calcaterra Pollack LLP and desire to conduct the business and affairs of such partnership in accordance with the provisions hereinafter set forth.

ARTICLE 1 GENERAL

1.1 .Effective Date. The effective date of this Agreement shall be May 4, 2020.

1.2 Name. The Partnership name is Calcaterra Pollack LLP (hereinafter called the “Partnership” or the “Firm”); provided, however, that, except as otherwise provided in this Agreement, a change in such Partnership name shall require an affirmative vote of not less than all the signatories hereto.

1.3 Purpose. The purpose of the Partnership is to engage in the general practice of law and to conduct all types of business incident thereto.

1.4 Location. The principal place of business of the Partnership shall be at 1140 Avenue of the Americas, City of New York, in the State of New York.

1.5 Term. The Partnership shall continue until terminated in accordance with the terms of this Agreement.

1.6 Limited Liability Partnership. Effective April 24, 2020 (and after filing the application required by Article 8-B of the New York Partnership Law (the “Act”)), the Partnership became a registered limited liability partnership pursuant to Section 121-1500 of the Act.

ARTICLE 2 DUTIES OF PARTNERS

1.7 Full Time Efforts. Each Partner shall devote her full time ability, energy and best endeavors, to be used and employed in common among the Partners, in furtherance of the Practice, except as otherwise herein provided.

1.8 Management Committee. The management and governance of the Partnership and implementation of this Agreement shall be vested in the Management Committee, consisting of the each of Calcaterra and Pollack so long as they remain Partners of the Firm. Except as otherwise herein expressly provided, the Management Committee shall be empowered to establish its operating procedures and shall have the final authority on all Partnership matters.

1.9 Authority to Deal with Property and Execute Instruments. Without limiting the scope of the foregoing, the Management Committee shall have the authority to buy, sell, deposit,

withdraw and transfer, in the name of the Partnership, property of every kind and character, and to execute all such instruments as may be necessary to carry on the ordinary and normal business activities of the Partnership including, without limitation, all leases for space occupied by the Partnership and all loans used in the operation of the Partnership

ARTICLE 2 OPERATIONAL MATTERS

2.1 Bank Accounts. All funds, checks, notes and drafts received for or on behalf of the Partnership shall be deposited promptly in the account or accounts maintained by the Partnership in such bank or banks as shall be determined by the Management Committee. All Partnership moneys shall be withdrawn only by checks signed or wire transfers approved by one or more Managing Partner or such other individual who may be designated in writing by the Management Committee. The Partnership shall continue to maintain not fewer than two bank accounts in the Partnership name, one of which shall be designated "Special" and shall be for funds deposited in escrow and funds collected, received or held for clients, or for distribution in connection with clients' transactions. The Partnership may maintain other bank accounts for special purposes and may open such additional bank accounts as the Partnership shall determine from time to time. The Partnership's banking records and practices shall comply with applicable requirements of the State of and applicable law.

2.2 Partners as Agents. Any member of the Management Committee, on behalf of the Partnership, may endorse and collect any checks, drafts, promissory notes, instruments or securities constituting Partnership income hereunder, even if received by or payable to any individual Partner.

2.3 Books and Records. There shall be kept at all times, at the principal office of the Partnership, accurate books of account reflecting all moneys received, paid, advanced or expended by the Partnership. The books of account shall be kept and continually maintained in accordance with generally accepted accounting principles on a cash basis. Any Partner, on reasonable notice, shall have access to the books and records of the Partnership at all reasonable times during regular business hours.

ARTICLE 3 DISTRIBUTIONS

3.1 Distribution of Distributable Income. Distributable income shall be distributed to the Partners from time to time in the amounts and at times as shall be determined by the Management Committee, provided that absent agreement of the Partners, Distributable income shall be paid in proportion to each Partner's Equity Share.

3.2 Partnership Losses. In the event that Partnership expenses in any calendar year shall exceed the gross receipts of the Partnership in such year, each Partner shall be liable for and, in the amounts or proportions determined in the sole discretion of the Management Committee.

ARTICLE 4 CAPITAL AND EQUITY SHARE

4.1 Contributed Capital and Equity Share. Each Partner has contributed \$50,000 to the Partnership which contribution shall be credited to each Partner's Capital Account as described in Paragraph 4.2 hereof. No Partner has agreed to make any additional contributions to capital. The respective share of the Equity of the Partnership for the Partners ("Equity Share") shall be as reflected on Schedule A hereto.

4.2 Capital Accounts. A separate capital account shall be maintained for each Partner. Each such capital account shall be increased by such Partner's capital contributions and share of Partnership income, and shall be decreased by all distributions to such Partner and such Partner's share of Partnership losses. Capital accounts shall, in all events, be maintained and adjusted in accordance with applicable Treasury Department Regulations promulgated under the Internal Revenue Code, as amended from time to time. A list of the Capital Accounts and Equity Share of each Partner is set forth in Schedule A hereto. Such schedule shall be updated annually.

ARTICLE 5 CHANGES AS TO PARTNERS

5.1 Payment of Capital Account (the "Payout Amount"). A Partner (or his or her personal representatives) whose membership in the Partnership terminates, whether by death, retirement, disability, voluntary withdrawal, or involuntary withdrawal/removal, shall be entitled to receive an amount equal to his capital account as shown on the books of the partnership on the last day of the month in which termination occurs payable in twelve (12) equal monthly installments, without interest, commencing the last day of the month next succeeding the date of termination.

ARTICLE 6 DISSOLUTION

6.1 Dissolution. The Partnership may be dissolved at any time by the vote of all the undersigned Partners. In the event of dissolution, the books of the Partnership shall be closed. In dissolution as in all other matters, there shall be no value assigned to goodwill. The effective date for the Dissolution shall be the date of the vote approving Dissolution (the "Dissolution Date").

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and legal representatives.

7.2 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the State of New York, without giving effect to principles relating to conflict of laws.

7.3 Third Party Benefit. None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of the Partnership or of any of the Partners, nor shall any

such provision be enforceable by or against any party not a signatory to this Agreement other than a Partner's personal representative in the event such Partner is deceased or disabled.

7.4 Headings. Heading and captions are used herein solely for convenience and shall not affect the interpretation of any provision hereof.

7.5 Complete Agreement. This Agreement contains the complete agreement of the Parties concerning its subject matter and supersedes all prior and contemporaneous oral and written agreements among the Parties concerning its subject matter. This Agreement may be amended only by a writing signed by all of the Partners.

7.6 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

SIGNATURE PAGE

Each of the undersigned, desiring to enter into the Partnership Agreement of Calcaterra Pollack, LLP, dated May 4, 2020 hereby (i) agrees to all of the terms and provisions thereof, (ii) executes the Agreement in the capacity indicated below, and (iii) authorizes this Signature Page, or counterparts thereof, to be attached to the Agreement and all permitted amendments thereof.



Regina Calcaterra

PARTNERS



Janine Pollack

Dated: May 4, 2020

SCHEDULE A

**SCHEDULE OF CAPITAL ACCOUNTS AND EQUITY SHARE
OF PARTNERS OF CALCATERRA POLLACK, LLP**

PARTNER	CAPITAL ACCOUNT	EQUITY SHARE
Regina Calcaterra		75%
Janine Pollack		25%
		%
		%
		%
		100%

Dated: May 4, 2020

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: Janine L. Pollack

Country: US

Business Address:

City:

Country: US

Telephone: 212-899-1765

Other present address(es):

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

Country:

Telephone:

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	05/02/2020
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25%

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 ☐ If Yes, provide details.

\$50,000 cash contribution

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Janine L. Pollack , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Calcaterra Pollack LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Janine L. Pollack [JPOLLACK@CALCATERRAPOLLACK.COM]

Partner

Title

05/04/2020 06:13:00 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Calcaterra Pollack LLP

Address: PO Box 257

City: New Suffolk State/Province/Territory: NY Zip/Postal Code: 11956

Country: US

2. Entity's Vendor Identification Number: 85-0848707

3. Type of Business: Partnership (specify) _____

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

1 File(s) uploaded Consultant's et al Disclosure Form.docx

No principals have been attached to this form.

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

If none, explain.

Partner: Regina M. Calcaterra

Home Address: _____

Partner: Janine L. Pollack

Home Address: _____

No shareholders, members, or partners have been attached to this form.

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

None.

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

--

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

--

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

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

Electronically signed and certified at the date and time indicated by:

Regina Calcaterra [RCALCATERRA@CALCATERRAPOLLACK.COM]

Dated: 05/04/2020 03:37:45 PM

Title: Partner

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

Nassau County Vendor Integrity Submission

Consultant's, Contractor's and Vendor's Disclosure Form

Calcaterra Pollack LLP

Question 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.*

Principals of Calcaterra Pollack LLP

Partner: **Regina M. Calcaterra**

Home Address:

[REDACTED]

Partner: **Janine L. Pollack**

Home Address:

[REDACTED]

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Wolf"), and (iii) **Calcaterra Pollack LLP**, with an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036 ("Calcaterra" or "Counsel").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Wolf, executed on behalf of the County on October 17, 2019 (the "Original Agreement"), Wolf 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 June 21, 2019 until the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, Wolf represents the County in the class action litigation known as *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Hall Litigation"); and

WHEREAS, Regina Calcaterra, a key member in the County's defense in the Hall Litigation, has left Wolf to form the firm Calcaterra; and

WHEREAS, as a result of Regina Calcaterra's departure, Wolf now desires to assign the Hall Litigation and this Agreement to Calcaterra; and

WHEREAS, Section 12 of the Original Agreement permits an assignment of the Original Agreement with the County's prior written consent; and

WHEREAS, further, the parties now desire to amend the Original Agreement as set forth herein.

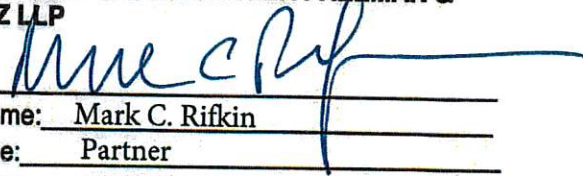
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

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 May 7, 2019 and shall terminate upon the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement.

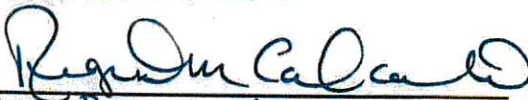
2. Assignment. Wolf hereby assigns and conveys the Original Agreement, and all of Wolf's right, title, interests and obligations in, to and under the Original Agreement to Calcaterra, effective as of July 1, 2020, and Calcaterra hereby agrees to accept such assignment and conveyance, and for all intents and purposes Calcaterra shall be deemed

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

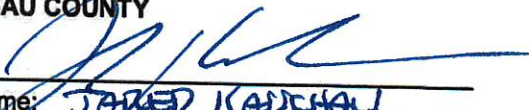
**WOLF HALDENSTEIN ADLER FREEMAN &
HERZ LLP**

By: 
Name: Mark C. Rifkin
Title: Partner
Date: 6/22/20

CALCATERRA POLLACK LLP

By: 
Name: Regina Calcaterra
Title: Partner
Date: 6/19/2020

NASSAU COUNTY

By: 
Name: JABER KASICHAU
Title: County Attorney
Date: 6/26/2020

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

Counsel under the Original Agreement as if originally set forth therein. ***By execution of this Amendment, the County hereby consents to such Assignment.***

3. Payment. (a) Amount of Consideration. For the period May 7, 2019 through June 30, 2020, the hourly rates provided under Section 3(a)(1) of the Original Agreement shall remain in effect. Effective July 1, 2020, compensation for Services performed under this Amended Agreement shall be paid at the following reduced hourly rates:

- (i) Partner: \$445.00
- (ii) Associate: \$252.00
- (iii) Paralegal: \$121.00
- (iv) Intern: \$31.00

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

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

- (i) Counsel has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of Counsel's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) Counsel will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) Counsel will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period Counsel is required to retain other records pertinent to performance under this Agreement; and
- (vi) Counsel has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. 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]

STATE OF NEW YORK)

)ss.:
COUNTY OF ~~NASSAU~~
New York

On the 18th day of June in the year 2020 before me personally came Regina Calcaterra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Calcaterra Pollack LLP, the corporation described herein and which executed the above instrument; and that ~~he~~ she signed his or her name thereto by authority of the board of directors of said corporation.

Janine Pollack

NOTARY PUBLIC

Made pursuant to Executive Order 202.7.

JANINE POLLACK
Notary Public, State of New York
No. 02PO5077174
Qualified in New York County
Commission Expires May 5, 2023

STATE OF NEW YORK)

)ss.:
COUNTY OF ~~NASSAU~~
New York

On the 22nd day of June in the year 2020 before me personally came Mark E. Kitten to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Wolf Harkness Adler, 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.

Daniel Tepper

NOTARY PUBLIC

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

Freeman & Hea LLP
Made pursuant to
Executive order 202.7

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 26th day of June in the year 2020 before me personally came Jared A. Kasschau to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney of Nassau County, 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

Mary J. Nori

4

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, 2016 2020

STATE OF NEW YORK)

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



CALCLAW-01

TINFURNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2020

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 York International Agency, LLC 500 Mamaroneck Avenue Suite 220 Harrison, NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): (914) 376-2200 FAX (A/C, No): (914) 376-2891 E-MAIL ADDRESS: certificate@yorkintl.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins. Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Calcaterra Law Group LLC aka Regina M Calcaterra PLLC 250 Oak Rd. New Suffolk, NY 11956	NAIC # 30104

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		16SBMAF9Z68	4/8/2020	4/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County, NY is included as additional insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Nassau County, NY	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



CALCLAW-01

TINFURNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2020

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PRODUCER York International Agency, LLC 500 Mamaroneck Avenue Suite 220 Harrison, NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): (914) 376-2200 FAX (A/C, No): (914) 376-2891 E-MAIL ADDRESS: certificate@yorkintl.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Accident & Indemnity INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Calcaterra Law Group LLC aka Regina M Calcaterra PLLC 250 Oak Rd. New Suffolk, NY 11956	NAIC # 22357

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		16WECAF9ZBR	4/8/2020	4/8/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Workers Comp Proof of Insurance

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



CALCLAW-01

TINFURNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2020

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PRODUCER York International Agency, LLC 500 Mamaroneck Avenue Suite 220 Harrison, NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): (914) 376-2200		FAX (A/C, No): (914) 376-2891
	E-MAIL ADDRESS: certificate@yorkintl.com		
INSURED Calcaterra Law Group LLC aka Regina M Calcaterra PLLC 250 Oak Rd. New Suffolk, NY 11956	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indian Harbor Insurance Company		36940
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EL: Professional Lia			LPN 9040956 00	4/16/2020	4/16/2021	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Professional Liability Proof of Insurance

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

STATE OF NEW YORK WORKERS' COMPENSATION BOARD

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

CERTIFICATE/CANCELLATION OF INSURANCE

Filed on behalf of Employer in compliance with Article 9 of the Workers' Compensation Law



DB-820-829 09-17

☒ Initial ☐ Cancellation ☐ Reinstatement ☐ Supersedes Transaction Effective Date: 4/8/2020

A. INSURER

1. INSURER NAME STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK	2. INSURER CODE B 150 001	3. INSURER PHONE # (212) 355-4141
4. CONTACT NAME BEBI A. ISHMAIL	5. TITLE SUPERVISOR-DBL ADMINISTRATION	6. DATE 04/16/2020

B. CURRENT EMPLOYER INFORMATION

7. WCB EMPLOYER NUMBER	8. NYS UIER NUMBER PENDING	9. EMPLOYER FEIN 850494207
10. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/KA/TA) REGINA M CALCATERRA PLLC CALCATERRA LAW GROUP LLP CALCATERRA POLLACK LLP		13. LEGAL STATUS(SEE BACK OF FORM) 13
11. EMPLOYER STREET ADDRESS 250 OAK ROAD		14. NUMBER (#) OF EMPLOYEES 8
12. EMPLOYER CITY, STATE and ZIP CODE NEW SUFFOLK , NY 11956		15. EMPLOYER PHONE # 631-903-0031

C. POLICY * If policyholder is an Association, Union or Trustee for which Form DB-820.3 is filed, do not complete item 18.

16. POLICY NUMBER* Z05998-000	17. POLICY EFFECTIVE DATE 04/08/2020	18. POLICY FORM NUMBER* NYDBL-60
19. WCB PLAN NUMBER (Only for Association, Union or Trustee with Form DB-801 on file.)		20. PREMIUM AMOUNT

D. REASONS FOR CANCELLATION

☐ Non-Payment of Premium ☐ Other: _____
☐ Not Subject/No Eligible Employees Date: _____
☐ Out of Business Date: _____
☐ Seasonal Date: _____

DATE CANCELLATION OR
TERMINATION SENT TO EMPLOYER: _____

E. Complete if SUPERSEDES box is checked at top of form

21. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/KA/TA)		27. POLICYHOLDER NAME	
22. EMPLOYER'S STREET ADDRESS		28. POLICYHOLDER ADDRESS	
23. CITY, STATE and ZIP CODE		29. CITY, STATE and ZIP CODE	
24. EMPLOYER FEIN	25. POLICY EFFECTIVE DATE	30. POLICYHOLDER FEIN	
26. POLICY NUMBER			

G. 1. The policy covers Employer's employees as follows:

- a. The policy provides coverage for:
- ☒ Both disability and paid family leave benefits
☐ Disability benefits only
☐ Paid family leave benefits only
- b. The policy covers the following class or classes of employees:
- ☒ All employees
☐ Only the class or classes of employees listed here: _____

2. The employee contributions required and benefits insured are:

- ☒ The same in all respects as under Section 204 and not in excess of those authorized under Section 209.
☐ As described in the attached supplement, Form DB820.1.
☐ As described in Employer's Application for Acceptance of a Plan, Form DB800, filed with and accepted by the Chair.
☐ As described in Certificate of Insurance, Form DB820.3, filed on behalf of the Association, Union or Trustees (policyholders) on _____ or amended Form DB820.3 filed thereafter.

To be filed by Insurance Carrier on behalf of Employer to provide, through insurance, exactly statutory benefits, (Section 204)

S908 S9080827 YORK OR benefits under a plan accepted by the Chairman. REUBEN WARNER ASSOCIATES, I

All transactions affecting a statutory disability and paid family leave benefits policy must be submitted to the Board electronically.
To file this form electronically or for more information, visit the Board's website at www.wcb.ny.gov.

INSTRUCTIONS

- Check **only one** transaction box at the top of the form.
- All dates should be entered in the MM/DD/YYYY format.
- The transaction effective date is the date that the Initial filing, Cancellation, Reinstatement or Supersedes transaction is to be effective.
- **You must enter a valid Federal Employer Identification Number (FEIN) in box 9 for all transactions.**
- Enter only one complete employer legal entity name in box 10.
- Insurers/Carriers should record employer location information in their own records. **Do not file a form for this purpose.**

SECTIONS A, B, C AND G MUST BE COMPLETED

Initial Filing of Certificate of Insurance: Sections A, B, C and G must be completed.

Cancellations: Sections A, B, C and G must be completed. Check appropriate box next to the reason for cancellation and provide effective date, if required. **All cancellations must be filed strictly in accordance with Section 226, subdivision 5 of the Disability and Paid Family Leave Benefits Law.**

Reinstatements: Section A, B, C and G must be completed.

Supersedes: Sections A, B, C and G must be completed. Provide the new information in Section B or C and give the previously reported information in the appropriate field(s) in Section E.

NOTE: Is there has been a legal entity change, do not file as supersedes. To process legal entity changes, you must file a cancellation for the old legal entity and file an initial filing with a current coverage effective date for the new legal entity.

Section G: Check the appropriate box for the type of coverage under 1 and the class or classes of employees covered under 2. Attached any required forms.

Failure to supply all of the required information will impede processing and could result in rejection of this document.

LEGAL STATUS - INSURED LEGAL STATUS

- | | |
|--|--|
| 1 INDIVIDUAL | 10 LIMITED LIABILITY COMPANY (LLC) |
| 2 PARTNERSHIP | 11 TRUST OR ESTATE |
| 3 CORPORATION | 12 EXECUTOR OR TRUSTEE |
| 4 ASSOCIATION, LABOR UNION, RELIGIOUS ORGANIZATION | |
| 5 LIMITED PARTNER | 13 LIMITED LIABILITY PARTNERSHIP (LLP) |
| 6 JOINT VENTURE | 99 OTHER |

CERTIFIED COPY



E-167-19
LA

NIFS ID: CQAT19000013 Department: County Attorney

Capital:

SERVICE: Special Counsel

Contract ID #: CQAT19000013

NIFS Entry Date: 24-JUN-19

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

Vendor Info:	
Name: Wolf Haldenstein Adler Freeman & Herz LLP	Vendor ID#: 131548757
Address: 270 Madison Avenue New York, NY 10016	Contact Person: Peter Harrar
	Phone:

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 516-571-6083

Routing Slip

Department	NIFS Entry: X	
Department	NIFS Approval: X	02-JUL-19 -- MREYNOLDSAT
DPW	Capital Fund Approved:	02-JUL-19 -- SBERMAN
OMB	NIFA Approval: X	
OMB	NIFS Approval: X	02-JUL-19 -- IQURESHI
County Atty.	Insurance Verification: X	02-JUL-19 -- EVALERIO
County Atty.	Approval to Form: X	02-JUL-19 -- AAMATO
CPO	Approval: X	02-JUL-19 -- DMCDERMOTT
		03-JUL-19 -- KOHAGENCE

DCEC	Approval: X	08-JUL-19 -- JCHIARA
Dep. CE	Approval: X	15-JUL-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	25-JUL-19 -- JSCHANTZ
Legislature	Approval: X	06-AUG-19 -- LVOCATURA
Comptroller	Deputy: X	06-SEP-19 -- JSCHOEN
NIFA	NIFA Approval: X	01-OCT-19 -- CDREYER

Contract Summary

Purpose: Representation of Nassau County related to class action case assigned to Counsel, entitled: Hall v. Nassau County Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al.

Method of Procurement: In April 2018, the County Attorney's Office ("Office") conducted a formal request for qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas. The Office's RFQ committee evaluated the proposals and qualified firms. After establishing a panel of qualified legal counsel, the Office proceeded to conduct a streamlined solicitation for proposals ("mini-proposal") for special counsel. Pursuant to the specifications of the streamlined solicitation, the Office requested proposals from one firm qualified as special counsel under RFQ A T0425-1808 in the area of "Class Action" as well as two firms outside the panel. Due to the complex nature of this class action litigation, it was determined law firms with highly specialized legal knowledge and experience with this type of class action suit should be solicited.

Procurement History: A total of three candidates were solicited. Two proposals were received, one firm declined to submit a proposal. The three firms solicited were: (1) Wolf Haldenstein, (2) Hoguet Newman and (3) Duane Morris. Duane Morris opted to not submit a proposal. After interviews were conducted of the two (2) responding firms, the committee unanimously chose Wolf Haldenstein based on overall response to the proposal, demonstrated capacity to handle this assignment and the requisite staff to ensure this case would be handled properly, extensive experience in both suing and defending municipalities, and overall best value to the County. The evaluation committee consisted of: Laurel Kretzing, Bureau Chief of Litigation; Ann-Margaret Barriga, Bureau Chief of Property Assessment Litigation; and Liora Ben-Sorek, Section Chief of Litigation.

Description of General Provisions: Services shall include, but not be limited to, motion practice; pre-trial work; discovery; class certification; motion to dismiss; trial; appeals; transactional related issues, and such other Services as may be required to full represent the County.

Impact on Funding / Price Analysis: Maximum amount - \$1,275,000.00 Current encumbrance - \$382,000.00

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:	ATGEN1100	Revenue		1	ATGEN1100/DE502	\$ 382,000.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 382,000.00			\$ 0.00
Object:	DE502	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:						

RENEWAL	
% Increase	
% Decrease	

Other	\$ 0.00
TOTAL	\$ 382,000.00

	\$ 0.00
TOTAL	\$ 382,000.00

E-167-19

RULES RESOLUTION NO. 224-2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND WOLF HALDENSTEINADLER FREEMAN & HERZ, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Video Vote on 8/5/19
VOTING:
aye 7 nay 0 abstained 0 excused 0
7 Legislators present

WHEREAS, the County has negotiated a personal services agreement with Wolf Haldenstein Adler Freeman & Herz, LLP, to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Wolf Haldenstein Adler Freeman & Herz, LLP.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

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

1. Term. Once the Agreement becomes effective, the term shall commence as of the date the Agreement was executed by Counsel, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of the representation of Nassau County related to the class action case assigned to Counsel, entitled: *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial work; discovery; class certification; motion to dismiss; 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, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000.00) ("Maximum Amount"), provided that the parties to this Agreement may agree to increase the Maximum Amount in accordance with the procedures outlined in the Guidelines. Any increase to the Maximum Amount shall be subject to a formal written amendment fully approved and executed by both parties, including approval by the Rules Committee of the County Legislature. Compensation for professional services

shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$495.00
(ii) Of Counsel:	\$325.00
(ii) Associate:	\$280.00
(iii) Paralegal:	\$135.00
(iv) Interns:	\$35.00

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

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Three Hundred Eighty-Two Thousand Dollars (\$382,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the

Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.


Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

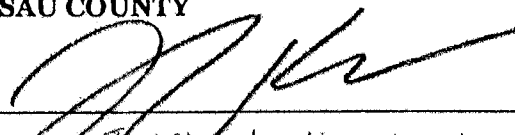
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the dates appearing below their respective signatures.

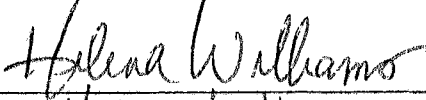
**WOLF HALDENSTEIN ADLER FREEMAN &
HERZ LLP**

By: 
Name: Peter C. Harrar
Title: Managing Partner
Date: June 21, 2019

NASSAU COUNTY

By: 
Name: JARED A. KASSCHAU
Title: County Attorney
Date: 6/24/2019

NASSAU COUNTY

By: 
Name: Helena Williams
Title: County Executive
☐ Deputy County Executive
Date: 10-17-19

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

by authority of the board of directors of said corporation.

NOTARY PUBLIC

Commission Expires April 27, 2022

COUNTY OF NASSAU)

she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

NOTARY PUBLIC

COMMISSION EXPIRES MAR. 31, 2025

COUNTY OF NASSAU)

Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COMMISSIONED IN NASS COUNTY

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

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

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

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

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

to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Peter C. Harrar _____ (Name)

Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, NY 10016 _____ (Address)

212-545-4600 _____ (Telephone Number)

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

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

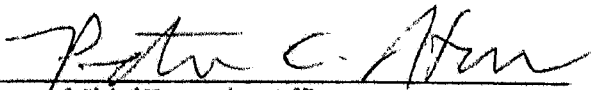
4. In the past five years, an administrative proceeding, investigation, or government body-

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

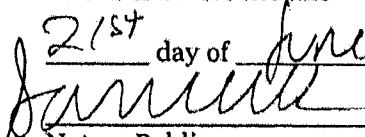
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

June 21, 2019
Dated _____


Signature of Chief Executive Officer

Peter C. Harrar
Name of Chief Executive Officer

Sworn to before me this
21st day of June, 2019.

Notary Public

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

LAURA CURRAN
County Executive



JARED A. KASSCHAU
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: Office of Purchasing and Contracts
Attn: Robert Cleary, Director of Procurement Compliance

FROM: Jared A. Kasschau
County Attorney

DATE: June 24, 2020

SUBJECT: Delay Memo – Calcaterra Pollack LLP

The above-mentioned item is an Amendment to assign the original contract between Nassau County (the “County”) and the firm of Wolf Haldenstein Adler Freeman & Herz LLP (“Wolf”) to the firm of Calcaterra Pollack LLP (“Calcaterra” or “Counsel”).

Wolf represented the County in a class action lawsuit known as *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review commission of Nassau County, et. al.*, Index No.: 19-CV-893 (the “Hall Litigation”). Regina Calcaterra was a key member in the County’s defense in the Hall Litigation, however Ms. Calcaterra left Wolf to form her new firm Calcaterra. As a result of Regina Calcaterra’s departure, Wolf now desires to assign the Hall Litigation and the Original Agreement to Calcaterra.

The County Attorney’s Office worked diligently to draft this Amendment, obtain all the necessary disclosure and insurance forms from Counsel, and submit for the requisite County approvals in a timely manner. However, due to the current state-of-affairs surrounding the COVID-19 pandemic and resulting necessity for most professional offices to close or work remotely, there was a delay in obtaining the executed Amendment and necessary forms from Counsel. The term under the Amendment has not yet commenced, however due to the time required for contracts to fully route and receive the required levels of approval, the term will have already commenced by the time this Amendment reaches the Rules Committee of the Legislature for approval.

I trust this sufficiently explains the reason for the delay, however, do not hesitate to contact me if you have any questions.


JARED A. KASSCHAU
County Attorney