



Certified:

E-50-21

NIFS ID:CLAT21000001

Department: County Attorney

Filed with
Clerk of Nassau County Legislature
April 2, 2021 10:34AM

Capital:

SERVICE: Special Counsel-Rochester

Contract ID #:CQAT14000023

NIFS Entry Date: 15-SEP-20

Term: from to

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

| | |
|--|---|
| 1) Mandated Program: | N |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | N |
| 4) Material Adverse Information Identified? (if yes, attach memo): | N |
| 5) Insurance Required | Y |

| | |
|---|-------------------------------|
| Vendor Info: | |
| Name: Wilson Elser Moskowitz Edelman & Dicker LLP | Vendor ID#: 132679447 |
| Address: 666 Old Country Road Suite 602 Garden City, New York 11530 | Contact Person: Peter Meisels |
| | Phone: 914-872-7156 |

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

Routing Slip

| | | |
|--------------|---------------------------|--------------------------|
| Department | NIFS Entry: X | 02-FEB-21 -- MREYNOLDSAT |
| Department | NIFS Approval: X | 02-FEB-21 -- SBERMAN |
| DPW | Capital Fund Approved: | |
| OMB | NIFA Approval: X | 11-FEB-21 -- IQURESHI |
| OMB | NIFS Approval: X | 11-FEB-21 -- JNOGID |
| County Atty. | Insurance Verification: X | 03-FEB-21 -- NSARANDIS |
| County Atty. | Approval to Form: X | 02-FEB-21 -- JDELLE |

| | | |
|---------------------|---------------------------|---------------------------------|
| CPO | Approval: X | 11-FEB-21 -- KOHAGENCE |
| DCEC | Approval: X | 16-FEB-21 -- JCHIARA |
| Dep. CE | Approval: X | 25-MAR-21 -- HWILLIAMS |
| Leg. Affairs | Approval/Review: X | 01-APR-21 -- GCASTILLOCE |
| Legislature | Approval: | |
| Comptroller | Deputy: | |
| NIFA | NIFA Approval: | |

Contract Summary

| |
|--|
| <p>Purpose: This is an amendment to an existing outside counsel contract. The firm of Wilson Elser Moskowitz Edelman & Dicker LLP (hereinafter "Counsel") provides legal services to the County in connection with litigation know as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 611519/2019 ("Rochester") (the "Services"). The Rochester case was dismissed from Federal Court and is now in State Court. This amendment increases the maximum amount by \$332,691.00, with a partial encumbrance of \$50,000.00, and amends the compliance with law section.</p> |
| <p>Method of Procurement: Contract amendment. Please see procurement history below.</p> |
| <p>Procurement History: The original contract was entered into after a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County had been established. Wilson Elser Moskowitz Edelman & Dicker LLP was added to this panel. Counsel was found to be qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real Property. After a review of the panel, this firm was selected to handle this matter because of their experience, expertise in the subject matter, and availability.</p> |
| <p>Description of General Provisions: As described above.</p> |
| <p>Impact on Funding / Price Analysis: Adding \$332,691.00 New Maxium \$582,691.00 Partial encumbrance of \$50,000.00</p> |
| <p>Change in Contract from Prior Procurement: Term remains the same 08/26/2014 to completion Additional \$332,691.00 for a new maximum of \$582,691.00</p> |
| <p>Recommendation: (approve as submitted) Approve as Submitted</p> |

Advisement Information

| BUDGET CODES | | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-----------|----------------|--------------|------|-------------------|--------------|
| Fund: | ATGEN1100 | | | | | |
| Control: | | Revenue | | 3 | ATGEN1100/DE502 | \$ 50,000.00 |
| Resp: | | Contract: | | | | \$ 0.00 |
| Object: | DE502 | County | \$ 50,000.00 | | | \$ 0.00 |
| Transaction: | 109 | Federal | \$ 0.00 | | | |

| | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------|--|-------|------------|---------|------------|-------|---------|-------|--------------|---|--|--|---------|--|--|---------|--|--|---------|--|-------|--------------|
| Project #: | | <table><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>\$ 50,000.00</td></tr></table> | State | \$ 0.00 | Capital | \$ 0.00 | Other | \$ 0.00 | TOTAL | \$ 50,000.00 | <table><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>\$ 50,000.00</td></tr></table> | | | \$ 0.00 | | | \$ 0.00 | | | \$ 0.00 | | TOTAL | \$ 50,000.00 |
| State | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | | |
| Capital | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | | |
| Other | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | \$ 50,000.00 | | | | | | | | | | | | | | | | | | | | | | |
| | | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | |
| | | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | |
| | | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL | \$ 50,000.00 | | | | | | | | | | | | | | | | | | | | | |
| Detail: | | | | | | | | | | | | | | | | | | | | | | | |
| <table><tr><td colspan="2">RENEWAL</td></tr><tr><td>% Increase</td><td></td></tr><tr><td>% Decrease</td><td></td></tr></table> | | RENEWAL | | % Increase | | % Decrease | | | | | | | | | | | | | | | | | |
| RENEWAL | | | | | | | | | | | | | | | | | | | | | | | |
| % Increase | | | | | | | | | | | | | | | | | | | | | | | |
| % Decrease | | | | | | | | | | | | | | | | | | | | | | | |

RULES RESOLUTION NO. – 2021

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
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Wilson Elser Moskowitz Edelman & Dicker 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 amendment to an
agreement with Wilson Elser Moskowitz Edelman & Dicker LLP.



Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP

2. Dollar amount requiring NIFA approval: \$332691

Amount to be encumbered: \$50000

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: August 26, 2014 to completion

Has work or services on this contract commenced? Y _____

If yes, please explain: ongoing litigation with an existing contract

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/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:

This is an amendment to an existing outside counsel contract. The firm of Wilson Elser Moskowitz Edelman & Dicker LLP (hereinafter "Counsel") provides legal services to the County in connection with litigation know as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ) (RML) (the "Services"). This amendment increasing the maximum amount b \$332,691.00, with a partial encumbrance of \$50,000.00, and amends the compliance with law section.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

| Contract ID | Date | Amount |
|-------------|------|--------|
| | | |

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

11-FEB-21

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.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wilson Elser Moskowitz Edelman & Dicker LLP**, with an office located at 666 Old Country Road, Suite 602, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000023 between the County and Counsel, executed on behalf of the County on January 22, 2015, as amended by amendment one (1), County contract amendment number CLAT16000005 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as *Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff*, Index No. 10-CV-6017 (SJ) (RML), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 26, 2014 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Maximum Amount"); and

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

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thirty-Two Thousand Six Hundred Ninety-One Dollars (\$332,691.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Five Hundred Eighty-Two Thousand Six Hundred Ninety-One Dollars (\$582,691.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance

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

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

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor 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 the Contractor 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. The Contractor 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, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor 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. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

- (i) The Contractor 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 the Contractor'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) The Contractor 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) The Contractor 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 the

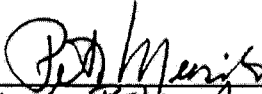
- Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

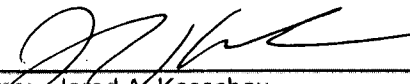
[Remainder of Page Intentionally Left Blank.]

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

**WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP**

By: 
Name: Peter A. Meisels
Title: Partner
Date: 9/13/21

NASSAU COUNTY

By: 
Name: Jared A. Kasschau
Title: County Attorney
Date: 12/14/2021

NASSAU COUNTY

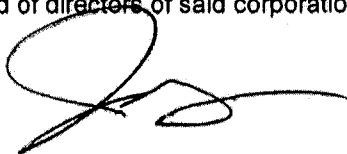
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 13th day of September in the year 2020 before me personally came Peter A. Meisels to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is ~~the~~ a Partner of Wilson Elser, 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



JANET MEISELS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME6059958
Qualified in Westchester County
Commission Expires June 11, 2023

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

On the 4th day of JANUARY in the year 2021 before me personally came Jared A. Kasschau to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC



MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, 2024

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

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

NOTARY PUBLIC

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: Wilson Elser Moskowitz Edelman & Dicker LLP

CONTRACTOR ADDRESS: 666 Old Country Road, Suite 602, Garden City NY 11530

FEDERAL TAX ID #: 132679447

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

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

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

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

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

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

The contract was originally executed by Nassau County on January 22, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. The firms has been qualified in the following areas of law: Appellate; Bankruptcy; Commercial Litigation; Construction Litigation; Employment and Labor; Environmental; Federal Civil Rights Section 1983; Municipal; Real Property

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when

the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

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

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



Department Head Signature



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

Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, John M. Flannery state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Wilson Elser Moskowitz Edelman & Dicker LLP

Vendor's Address: 666 Old Country Road, Suite 602 Garden City NY US 11530

Vendor's EIN or TIN: 13-2679447

Forms Submitted: _____

Political Campaign Contribution Disclosure Form:
10/13/2020 03:04:14 PM

Lobbyist Registration and Disclosure Form:
There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified:
12/03/2020 09:31:18 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:
10/14/2020 10:02:44 AM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

| Principal Name | Date Certified |
|--|------------------------|
| John M. Flannery [JOHN.FLANNERY@WILSONELSER.COM] | 10/13/2020 03:05:27 PM |

I, John M. Flannery 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 further 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."

John M. Flannery,

Name

Regional Managing Partner

Title

Wilson Elser Moskowitz Edelman & Dicker LLP

Name of Submitting Entity

12/03/2020 09:51:57 AM

Date

Business History Form

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

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

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

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

Date: 12/03/2020

1) Proposer's Legal Name: Wilson Elser Moskowitz Edelman & Dicker LLP

2) Address of Place of Business: 666 Old Country Rd, #602

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

Address: 1133 Westchester Ave W

City: White Plains State/Province/Territory: NY Zip/Postal Code: 10604

Country: US

Start Date: _____ End Date: _____

Address: 150 E 42nd St

City: New York State/Province/Territory: NY Zip/Postal Code: 10017

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 07-770-5770

5) Federal I.D. Number: 13-2679447

6) The proposer is a: Other (Describe) Limited Liability Partnership

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.

- 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.

We conduct a computerized search on each matter.

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;

01/01/1978

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.

| | | | | | |
|------------|--------------------|--------------------------|----|-----------------|-------|
| First Name | John | | | | |
| Last Name | Flannery | | | | |
| MI | | Suffix | | | |
| Address | 666 Old Country Rd | | | | |
| City | Garden City | State/Province/Territory | NY | Zip/Postal Code | 11530 |
| Country | US | | | | |
| Position | Partner | | | | |

1 File(s) Uploaded: Partners.pdf

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

| | | | | | |
|------------|--------------------|--------------------------|----|-----------------|-------|
| First Name | John | | | | |
| Last Name | Flannery | | | | |
| MI | | Suffix | | | |
| Address | 666 Old Country Rd | | | | |
| City | Garden City | State/Province/Territory | NY | Zip/Postal Code | 11530 |
| Country | US | | | | |
| Position | Partner | | | | |

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iv) State of incorporation (if applicable);

v) The number of employees in the firm;

1580

vi) Annual revenue of firm;

300000000

vii) Summary of relevant accomplishments

Wilson Elser helps individuals and organizations transcend challenges and realize goals by offering an optimal balance of legal excellence and bottom-line value.

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

1 File(s) Uploaded: Certificate of Good Standing.pdf

B. Indicate number of years in business.

42

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

See firm resume attached.

1 File(s) Uploaded: Firm Resume.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 | Town of Clarkstown | | | | |
| Contact Person | George Hoehmann, Supervisor | | | | |
| Address | 10 Maple Avenue | | | | |
| City | New City | State/Province/Territory | NY | | |
| Country | US | | | | |
| Telephone | (845) 639-2000 | | | | |
| Fax # | | | | | |
| E-Mail Address | g.hoehmann@clarkstown.org | | | | |

| | | | | | |
|----------------|----------------------|--|--|--|--|
| Company | City of White Plains | | | | |
| Contact Person | John Callahan, Esq. | | | | |
| Address | 235 Main Street | | | | |

| | | | |
|----------------|----------------------------------|--------------------------|----|
| City | White Plains | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 422-1411 | | |
| Fax # | | | |
| E-Mail Address | jcallahan@cityofwhiteplainny.com | | |

| | | | |
|----------------|-------------------------|--------------------------|----|
| Company | City of New Rochelle | | |
| Contact Person | Kathleen Gill, Esq. | | |
| Address | 715 North Avenue | | |
| City | New Rochelle | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (914) 654-2125 | | |
| Fax # | | | |
| E-Mail Address | kgill@newrochelleny.com | | |

I, John M. Flannery , 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, John M. Flannery , 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

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Name of submitting business: Wilson Elser Moskowitz Edelman & Dicker LLP

Electronically signed and certified at the date and time indicated by:
John M. Flannery [JOHN.FLANNERY@WILSONELSER.COM]

Regional Managing Partner
Title

12/03/2020 09:31:18 AM
Date



ATTORNEYS

No one partner holds a ten percent (10%) or greater interest in the firm

Attorney Finder

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| J | K | L | M | N | O | P | Q | R |
| S | T | U | V | W | X | Y | Z | |

Name

Office

Service

Position

x Partner x

Language

Law School

State Bar

Court Admissions

Keywords

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f. 312.704.1522 vCard

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| Ashley L. Conaghan | Chicago | p. 312.704.0550 f. 312.704.1522 vCard |

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Michael C. Douglass

Partner

Los Angeles

Phoenix

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Partner

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Ryan M. Duffy

Partner

Washington, DC

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John T. Eads III

Partner

Michigan

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Partner

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David S. Eisen

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Ross J. Ellick

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Emily L. Fernandez

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Alan Fiedel

Partner

Miami

Wellington

p. 305.341.2248

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| | | |
|---|-----------------------------------|--|
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| Thomas A. Gentile Partner | New Jersey | p. 973.735.5785 f. 973.624.0808 vCard |
| Patrick D. Geraghty | New York | |

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|-----------------------------|-----------------------------|--|
| Partner | | p. 914.872.7618 f. 212.490.3038 vCard |
| <hr/> | | |
| Mary Jean Geroulo | | p. 214.698.8027 |
| Partner | Dallas | f. 214.698.1101 vCard |
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| Ashley F. Gilmore | | p. 214.698.8065 |
| Partner | Dallas | f. 214.698.1101 vCard |
| <hr/> | | |
| David M. Goldhaber | | p. 312.821.6176 |
| Partner | Chicago | f. 312.704.1522 vCard |
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| Anthony M. Goldner | | p. 312.821.6107 |
| Partner | Chicago | f. 312.704.1522 vCard |
| <hr/> | | |
| Beth Golub | | p. 619.881.3323 |
| Partner | San Diego | f. 619.321.6201 vCard |
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| Robert W. Goodson | | p. 202.626.7676 |
| Partner | Washington, DC Baltimore | f. 202.628.3606 vCard |
| <hr/> | | |
| Ernest V. Goodwin | | p. 914.872.7279 |
| Partner | White Plains | f. 914.323.7001 vCard |
| <hr/> | | |
| Kathryn Anne Grace | | p. 703.852.7869 |
| Partner | Virginia Washington, DC | f. 703.245.9301 vCard |
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| Michael F. Grady | | p. 914.872.7834 |
| Partner | White Plains | f. 914.323.7001 vCard |
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| Allison R. Graffeo | | p. 212.915.5297 |
| Partner | New York | f. 212.490.3038 vCard |
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| Rory Greebel | | p. 914.872.7119 |
| Partner | White Plains | f. 914.323.7001 vCard |
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| Robin N. Gregory | | p. 212.915.5970 |
| Partner | New York | f. 212.490.3038 vCard |
| <hr/> | | |
| Jennafer G. Groswith | | p. 214.698.8074 |
| Partner | Dallas | f. 214.698.1101 vCard |
| <hr/> | | |
| Michael Guttman | | p. 914.872.7721 |
| Partner | White Plains | f. 914.323.7001 vCard |
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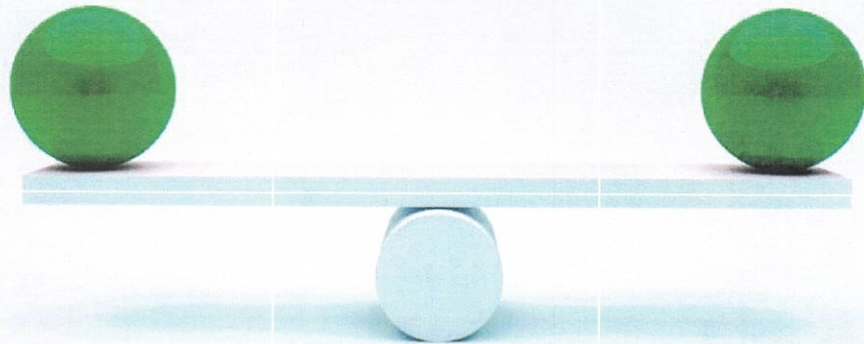
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|---|-----------------------------|--|
| Gregory D. Hagen Partner | San Diego | p. 619.881.3306 f. 619.321.6201 vCard |
| William M. Hake Partner | San Francisco | p. 415.625.9251 f. 415.434.1370 vCard |
| David Hall Partner | Alabama | p. 205.709.8980 f. 205.709.8979 vCard |
| Joseph T. Hanlon Partner | New Jersey | p. 973.735.5746 f. 973.624.0808 vCard |
| Catherine A. Hanrahan Partner | Washington, DC Baltimore | p. 202.626.7668 f. 202.628.3606 vCard |
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| Michael Harowski Partner | New Orleans | p. 504.702.1714 f. 504.702.1715 vCard |
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Wilson Elser

More than 800 attorneys strong, Wilson Elser serves clients of all sizes, across multiple industries and around the world. Wilson Elser has 38 strategically located offices in the United States and one in London. It is also a founding member of Legalign Global, a close alliance of four of the world's leading insurance law firms, created to assist companies doing business internationally. This depth and scale has made it one of the nation's most influential law firms, ranked in the Am Law 200 and 54th in The National Law Journal's NLJ 500.

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OUR FIRM



Wilson Elser helps individuals and organizations transcend challenges and realize goals by offering an optimal **balance** of legal excellence and bottom-line value.

More than 800 attorneys strong, our firm serves clients of all sizes, across multiple industries and around the world. Wilson Elser has 38 strategically located offices in the United States and another in London. This depth and scale has made us one of the nation's most influential law firms, ranked in the Am Law 200 and top 54 in the *National Law Journal* 500.

Since our founding in 1978, Wilson Elser has forged a reputation as a formidable player in insurance coverage and defense. Our experience in this tightly regulated, cost-conscious industry has shaped a firm culture of accomplished professionalism and cost efficiency that delivers demonstrable value to clients.

Today, Wilson Elser provides clients with full-service, first-class legal services, spanning the spectrum of litigation and related areas. We apply the discipline and diligence of effective litigation to virtually all areas of the law, drawing on a comprehensive roster of legal services to create multidisciplinary teams that give each client matter the best of the firm's collective intelligence and capabilities.

Our firm's uncommonly high concentration of seasoned senior litigators gives us an advantage when handling our clients' most challenging and technical cases. More broadly, many of our attorneys have specialized degrees in business, engineering, medicine and accounting, as well as extensive on-the-ground professional experience, which translate into client solutions that work in the real world.

By combining our attorneys' deep experience with the vast resources and technical capacity of a large and highly respected firm, Wilson Elser consistently provides our clients with sound, uncompromising legal representation.

A Conversation with Chairman Dan McMahon

Dan McMahon talks about the firm's business philosophy and its overriding emphasis on client service.

AT A GLANCE

Full-service law firm
Founded 1978

38 U.S. offices
and another in London

A founding member of
Legalign Global

More than 800 attorneys

More than 60 distinct
legal services

Am Law 200 ranked

Ranked 54th in
National Law Journal 500

State of New York Department of State } ss:

I hereby certify, that a diligent examination has been made of the Registered Limited Liability Partnership index for documents filed with this Department by WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP, a Registered Limited Liability Partnership, and that upon such examination the following has been filed with this office:

A Notice of Registration of WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP was filed on 02/26/1998.

An Affidavit of Publication of WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP was filed on 06/10/1998.

An Affidavit of Publication of WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP was filed on 06/10/1998.

A Certificate of Change was filed on 02/07/2000.

A LLP Statement Update was filed 01/23/2003.

A LLP Statement Update was filed 04/10/2008.

A LLP Statement Update was filed 02/22/2013.

A LLP Statement Update was filed 01/17/2018.

A Certificate of Change was filed on 01/31/2019.

A Certificate of Change was filed on 01/31/2019.

I further certify, that no other documents have been filed by such Registered Limited Liability Partnership.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 19th day of April
two thousand and nineteen.*



Whitney Clark
Deputy Secretary of State





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:
John M. Flannery [JOHN.FLANNERY@WILSONELSER.COM]

Dated: 10/13/2020 03:04:14 PM

Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP

Title: Regional Managing Partner

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: John M. Flannery

Country: US

Business Address: 666 Old Country Road
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US
Telephone: 516-228-8900

Other present address(es): 1133 Westchester Avenue
City: White Plains State/Province/Territory: NY Zip/Postal Code: 10604
Country: US
Telephone: 914-872-7111

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 | 12/01/1998 |
| Vice President | _____ | | |
| (Other) | _____ | | |

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

YES ☒ NO ☐ If Yes, provide details.

Wilson Elser is a limited liability partnership. I hold less than 10% equity interest in the firm. Attached is a list of the firm's other partners. No one partner holds 10% or greater ownership interest in the firm.

1 File(s) Uploaded: Partners.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.

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, John M. Flannery , 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, John M. Flannery , 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.

Wilson Elser Moskowitz Edelman & Dicker LLP

Name of submitting business

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

John M. Flannery [JOHN.FLANNERY@WILSONELSER.COM]

Regional Managing Partner

Title

10/13/2020 03:05:27 PM

Date



ATTORNEYS

No one partner holds a ten percent (10%) or greater interest in the firm

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| S | T | U | V | W | X | Y | Z | |

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| Kathryn Anne Grace | | |
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| Jeffrey C. Hart Partner | Michigan | p. 313.327.3117 f. 313.327.3101 vCard |

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COUNTY OF NASSAU

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

1. Name of the Entity: Wilson Elser Moskowitz Edelman & Dicker LLP

Address: 666 Old Country Rd

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: Other (specify) Limited Liability Partnership

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 Partners.pdf

| | |
|------------|--|
| First Name | <u>John</u> |
| Last Name | <u>Flannery</u> |
| MI | <u></u> Suffix <u></u> |
| Address | <u>666 Old Country Rd</u> |
| City | <u>Garden City</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11530</u> |
| Country | <u>US</u> |
| Position | <u>Partner</u> |

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.

1 File(s) uploaded Partners.pdf

| | |
|------------|--|
| First Name | <u>John</u> |
| Last Name | <u>Flannery</u> |
| MI | <u></u> Suffix <u></u> |
| Address | <u>666 Old Country Rd</u> |
| City | <u>Garden City</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11530</u> |
| Country | <u></u> |
| Position | <u>Partner</u> |

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:

John Flannery [JOHN.FLANNERY@WILSONELSER.COM]

Dated: 10/14/2020 10:02:44 AM

Title: Regional Managing 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.



ATTORNEYS

No one partner holds a ten percent (10%) or greater interest in the firm

Attorney Finder

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
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| J | K | L | M | N | O | P | Q | R |
| S | T | U | V | W | X | Y | Z | |

Name

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Position

x Partner x

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| Patrick D. Geraghty | New York | |

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| Partner | Dallas | f. 214.698.1101 vCard |
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| Ashley F. Gilmore | | p. 214.698.8065 |
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| Rory Greebel | | p. 914.872.7119 |
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| Robin N. Gregory | | p. 212.915.5970 |
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| Jennafer G. Groswith | | p. 214.698.8074 |
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| Michael Guttman | | p. 914.872.7721 |
| Partner | White Plains | f. 914.323.7001 vCard |
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| David Hall Partner | Alabama | p. 205.709.8980 f. 205.709.8979 vCard |
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| Catherine A. Hanrahan Partner | Washington, DC Baltimore | p. 202.626.7668 f. 202.628.3606 vCard |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2020

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 HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604 | CONTACT NAME: CSU Chicago PHONE (A/C, No, Ext): 312-922-5000 E-MAIL ADDRESS: CSUChicago@hubinternational.com FAX (A/C, No): |
| INSURED Wilson, Elser, Moskowitz, Edelman & Dicker LLP 1133 Westchester Avenue White Plains NY 10604 | INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Chubb Indemnity Insurance Company INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 2081049722**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 |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 36024483 | 8/15/2020 | 8/15/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7359-92-51 | 8/15/2020 | 8/15/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7988-30-44 | 8/15/2020 | 8/15/2021 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 71755514 | 8/15/2020 | 8/15/2021 | <input checked="" 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 is included as Additional Insured as respects General Liability regarding work performed by or on behalf of the named insured for Nassau County and under Commercial General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1550 Franklin Avenue;
Mineola NY 11501-0000

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/09/2020

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext.): (312) 381-1000 | FAX (A/C. No.): (312) 381-7007 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED Wilson, Elser, Moskowitz, Edelman & Dicker LLP 150 East 42nd Street New York NY 10017-5643 USA | INSURER A: Ironshore Indemnity Inc. | 23647 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** 570082996199**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.

Limits shown are as requested

| 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 | | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | | MED EXP (Any one person) |
| | | | | | | | PERSONAL & ADV INJURY |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) |
| | | | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A | | | | | | E.L. EACH ACCIDENT |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE |
| | | | | | | | E.L. DISEASE-POLICY LIMIT |
| A | Lawyers Prof | | | LPL7CAB1D47001 | 07/09/2020 | 07/09/2021 | Greater than Aggregate |
| | | | | | | | \$10,000,000 \$20,000,000 |

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

Evidence of Coverage
Re: \$1,000,000 per claim, \$2,000,000 per aggregate, \$250,000 thereafter**CERTIFICATE HOLDER****CANCELLATION**

| | |
|--|--|
| Wilson Elser Moskowitz Edelman & Dicker LLP 125 Broad Street New York NY 10004 USA | 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 <i>Aon Risk Services Central, Inc.</i> |

Holder Identifier :

Certificate No : 570082996199

**E-30-16****Contract Details**

SERVICES: Special Counsel

NIFS ID #: CLAT16000004

NIFS Entry Date: 12/22/2015

Term: August 26, 2014 - Completion

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

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

Agency Information

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

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

Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE App'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|-------------|--------------------|--|--------------------|--------------------|--|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | | <i>[Signature]</i> | |
| | OMB | NIFS Approval <input type="checkbox"/> | 12/30/15 | <i>[Signature]</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| 1/7/16 | County Attorney | CA RE&I Verification <input checked="" type="checkbox"/> | 1/7/16 | <i>[Signature]</i> | |
| 1/7/16 | County Attorney | CA Approval as to form <input checked="" type="checkbox"/> | 1/7/16 | <i>[Signature]</i> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | LEG | Legislative Affairs Fw'd Original K to CA <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | 1/24/16 | <i>[Signature]</i> | |
| | County Attorney | NIFS Approval <input type="checkbox"/> | 03/16/16 | <i>[Signature]</i> | |
| | County Comptroller | NIFS Approval <input type="checkbox"/> | 4/1/16 | <i>[Signature]</i> | |
| 1/24/16 | County Executive | Notarization Filed with Clerk of the Leg. <input type="checkbox"/> | 1/24/16 | <i>[Signature]</i> | |



Contract Summary

| |
|---|
| Description: Amendment to outside counsel contract. |
| Purpose: Amendment to an existing outside counsel contract to represent Officer Mario Mastropierro in the matter <u>Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017(SJ)(RML).</u> This case was sent to outside counsel because of a conflict. |
| Method of Procurement: Contract amendment. See below for procurement history. |
| Procurement History: A Request for Qualifications was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability. |
| Description of General Provisions: As described above. |
| Impact on Funding / Price Analysis: \$150,000.00 max amount, but only \$100,000.00 encumbrance at this time as per the contract. |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: Approve as submitted. |

Advisement Information

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


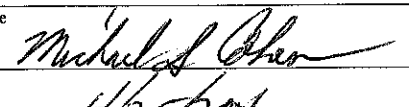
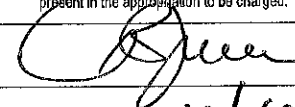
| FUNDING SOURCE | AMOUNT |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$100,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$100,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|---------------------|
| 1 | ATGEN1100/DE502 | \$100,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$100,000.00 |

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

Document Prepared By: _____

Date: _____

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name:  |
| Name:  | Name:  | Date: 1/21/16 |
| Date: 4/2/16 | Date: 4/18/16 | (For Office Use Only) |
| | | E #: |

RULES RESOLUTION NO. 46-2016

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

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 2/22/16
VOTING:
ayes 7 nays 3 abstained 0 recused 0
Legislators present: 7

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

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

AMENDMENT NO. 1

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

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000023 between the County and Counsel, executed on behalf of the County on January 22, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ) (RML), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 26, 2014 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Hundred Thousand Dollars (\$100,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars (\$100,000.00). Thereafter, the Department shall

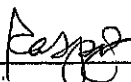
notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

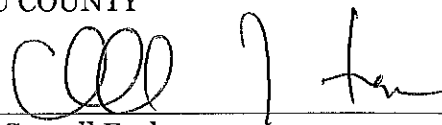
[Remainder of Page Intentionally Left Blank.]

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

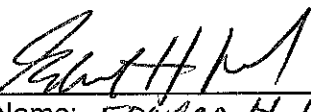
WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP

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

NASSAU COUNTY

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

NASSAU COUNTY

By: 
Name: EDWARD H. WARD
Title: County Executive

☒ Deputy County Executive

Date: 6/16/16

PLEASE EXECUTE IN BLUE INK

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

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

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

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

NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 2018

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

On the 16 day of June in the year 2016 before me personally came Edward Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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.





E-243-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT14000023 NIFS Entry Date: 09/17/2014 Term: August 26, 2014 - Completion

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

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

Agency Information

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

| County Department |
|--|
| Department Contact Daniel Gregware |
| Address One West Street Mineola, New York 11501 Phone (516) 571-1675 |

Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE App'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|-------------|--|--|--------------------|----------------|--|
| | Department | NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> | | Cell 7. Lk | |
| | OMB | NIFS Approval <input type="checkbox"/> | 9/26/14 | Amphill | Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution |
| 10/1/14 | County Attorney | CA RE&I Verification <input checked="" type="checkbox"/> | 10/1/14 | Q. Amato | |
| | County Attorney | CA Approval as to form <input type="checkbox"/> | 10/2/14 | 82 S. S. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | Legislative Affairs | Fw'd Original K to CA <input type="checkbox"/> | 10/7/14 | Gregory A. May | |
| | Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> | <input type="checkbox"/> | | | |
| | County Attorney | NIFS Approval <input type="checkbox"/> | 11/26/2014 | 82 S. S. | |
| | County Comptroller | NIFS Approval <input checked="" type="checkbox"/> | 12/1/14 | SS | yes 11/26/14 |
| | County Executive | Notarization Filed with Clerk of the Leg. <input type="checkbox"/> | 10/19/14 | | |



Contract Summary

| |
|--|
| Description: New outside counsel contract. |
| Purpose: New outside counsel contract to represent Officer Mario Mastropiero in the matter <u>Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropiero, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML).</u> This case is being sent to outside counsel because of a conflict. |
| Method of Procurement: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability. |
| Procurement History: See method of procurement above. Additionally, Wilson Elser has other contracts with the County. |
| Description of General Provisions: As described above. |
| Impact on Funding / Price Analysis: \$100,000.00 max amount, but only \$50,000 encumbrance at this time as per the contract. |
| Change in Contract from Prior Procurement: N/A |
| Recommendation: approve as submitted |

Advisement Information

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

| RENEWAL | |
|------------|--|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|--------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX |
| County | \$50,000.00 |
| Federal | \$ |
| State | \$ |
| Capital | \$ |
| Other | \$ |
| TOTAL | \$50,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------------------|--------------------|
| 1 | ATGEN1100/DE502 | \$50,000.00 |
| 2 | | \$ |
| 3 | | \$ |
| 4 | | \$ |
| 5 | | \$ |
| 6 | | \$ |
| TOTAL | | \$50,000.00 |

Document Prepared By: _____

Date: _____

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

SPECIAL COUNSEL AGREEMENT

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

WITNESSETH:

WHEREAS, the County is involved in litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML); and

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

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

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

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

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

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Officer Mario Mastropierro in the matter Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

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

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

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

(b) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Fifty Thousand Dollars (\$50,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

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

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

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

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

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

information necessary to maintain the certification's accuracy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

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

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i)

one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

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

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

either party as drafter.

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

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

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

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

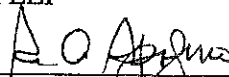
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

[Remainder of Page Intentionally Left Blank.]

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

WILSON ELSEER MOSKOWITZ EDELMAN &
DICKER LLP

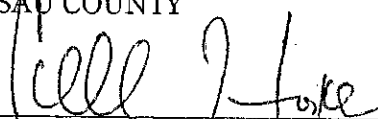
By: 

Name: ROBERT A. SPOLZING

Title: PARTNER

Date: 9/15/14

NASSAU COUNTY


By: 

Name: Carnell Foskey

Title: County Attorney

Date: 9/24/14

NASSAU COUNTY

By: 

Name: Richard R. Wallal

Title: County Executive

☐ Deputy County Executive

Date: 1/22/15

PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF ~~NASSAU~~ (U)
 WESTCHESTER

On the 16th day of September in the year 2014 before me personally came
ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did
depone and say that he or she resides in the County of Westchester; that he or she is the
Partner of Wilson, Elser; the corporation described
herein and which executed the above instrument; and that he or she signed his or her name thereto
by authority of the board of directors of said ~~corporation~~ Partnership.

NOTARY PUBLIC

JACQUELINE TAVAREZ
NOTARY PUBLIC, State of New York
No. 01TA6210529
Qualified in Putnam County
Commission Expires August 24, 2017

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

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

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015
Dia Catapano

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

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

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE8258026
Qualified in Nassau County
Commission Expires April 02, 2011

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 3800, CHICAGO IL 60603 (Address)

312-704-0550 (Telephone Number)

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

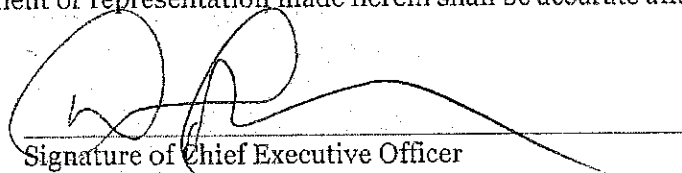
4. In the past five years, an administrative proceeding, investigation, or government body-

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

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

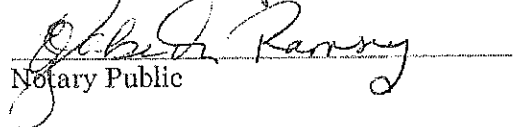
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/9/14
Dated _____


Signature of Chief Executive Officer

DANIEL J. McMAHON
Name of Chief Executive Officer

Sworn to before me this 9th
day of September, 2014


Notary Public

Elizabeth Ramsey
Notary Public, State of New York
No. 01RA6131164
Qualified in Dutchess County
Commission Expires Aug. 1, 2017