Certified:

E-112-21

Filed with the Clerk of the
Nassau County Legislature
July 5, 2021 3:03PM

NIFS ID:CQAT21000013 Department: County Attorney

Capital:

SERVICE: Special Counsel (Heino)

Contract ID #:CQAT21000013 NIFS Entry Date: 26-APR-21 Term: from to

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

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

Vendor Info:	
Name: **Bond, Schoeneck & King PLLC**	Vendor ID#: **270015651**
Address: 1010 Franklin Ave Suite 200 Garden City, NY 11530	Contact Person: Howard M. Miller
	Phone: 516-267-6318

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

Routing Slip

Department	**NIFS Entry: X**	**22-JUN-21 -- MREYNOLDS**
Department	**NIFS Approval: X**	**22-JUN-21 -- SBERMAN**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**29-JUN-21 -- IQURESHI**
OMB	**NIFS Approval: X**	**23-JUN-21 -- JNOGID**
County Atty.	**Insurance Verification: X**	**22-JUN-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**22-JUN-21 -- DMCDERMOTT**

CPO	**Approval: X**	**30-JUN-21 -- RCLEARY**
DCEC	**Approval: X**	**30-JUN-21 -- RCLEARY**
Dep. CE	**Approval: X**	**01-JUL-21 -- HWILLIAMS**
Leg. Affairs	**Approval/Review: X**	**05-JUL-21 -- GCASTILLOCE**
Legislature	**Approval:**	
Comptroller	**Deputy:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: This is an agreement with Bond, Schoeneck & King PLLC as special counsel representing the County.
Method of Procurement: Request for Qualifications
Procurement History: New contract.
Description of General Provisions: Counsel will represent the County and all named County defendants in the New York State of Division of Human Rights and Equal Employment Opportunity Commission complaints filed by Kenneth Heino, a Nassau County Department of Consumer Affairs employee, alleging a claim of employment discrimination and retaliation.
Impact on Funding / Price Analysis: $22,500 maximum amount until completion of services.
Change in Contract from Prior Procurement: n/a - this is a new contract.
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	**GEN1100**
Resp:	
Object:	**DE502**
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 22,500.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **22,500.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$ 22,500.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 22,500.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND BOND, SCHOENECK & KING PLLC

WHEREAS, the County has negotiated a personal services agreement with Bond, Schoeneck & King PLLC, to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Bond, Schoeneck & King PLLC.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Bond, Schoeneck & King PLLC

2. Dollar amount requiring NIFA approval: $22500

Amount to be encumbered: $22500

This is a New

If new contract - $ amount should be full amount of contract
If advisement ?NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/4/2021 to completion of services

Has work or services on this contract commenced? Y -___

If yes, please explain: ongoing litigation

4. Funding Source:

X General Fund (GEN) Grant Fund (GRT)
Capital Improvement Fund (CAP) Federal % 0
Other 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:

The services to be provided by special counsel Bond, Schoeneck & King PLLC ("Bond Schoeneck" or "Counsel") under this Agreement shall consist of representing the County and all named County defendants in the New York State of Division of Human Rights and Equal Employment Opportunity Commission complaints filed by Kenneth Heino, a Nassau County Department of Consumer Affairs

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 Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

IQURESHI 29-JUN-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 Cou nty 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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

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) **Bond, Schoeneck & King PLLC,** with an office located at 1010 Franklin Avenue, Suite 200, Garden City, New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

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; and

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

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 January 4, 2021, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. Services. The services to be provided by Counsel under this Agreement shall consist of representing and defending the County and all named County defendants in the New York State Division of Human Rights ("NYSDHR") and Equal Employment Opportunity Commission ("EEOC") complaints filed by Kenneth Heino, a Nassau County Department of Consumer Affairs employee, who alleges a claim of employment discrimination and retaliation (the "Services"). Services under this Agreement shall include reviewing documents, meeting with witnesses, preparing the position statement, settlement negotiations; and such other Services as may be required to fully represent the County in this administrative proceeding. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-Two Thousand Five Hundred Dollars ($22,500.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Member: $255.00

(ii) Associate: $205.00

(iii) Paralegal: $150.00

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

appearances.

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

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(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.

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

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

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

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

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

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

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

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

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

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

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

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

[Remainder of Page Intentionally Left Blank.]

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

BOND, SCHOENECK & KING PLLC

By: _____

Name: Howard M. Miller

Title: Deputy Managing Member - Garden City

Date: February 8, 2021

NASSAU COUNTY

By: _____

Name: John Chiara

Title: County Attorney - Acting

Date: June 22, 2021

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

□ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 8th day of February in the year 2021 before me personally came Howard M. Miller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Deputy Managing Member - Garden City of Bond, Schoeneck & King, PLLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Regina L. Olsen
NOTARY PUBLIC

REGINA L. OLSEN
Notary Public, State of New York
Qualified in Nassau Co. No. 30-4730341
Commission Expires August 31, 20 22

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

John C. Chas On the 22 day of June in the year 2021 before me personally came ~~Jared A. Kassehau~~ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **Nassau County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

Tanya Carter
NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

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 **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be

approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the

Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is

committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

   Kevin M. Bernstein (Name)

   One Lincoln Center, Syracuse, NY 13202 (Address)

   (315) 218-8000 (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.

4/29/2021
Dated

Signature of Chief Executive Officer

Kevin M. Bernstein
Name of Chief Executive Officer

Sworn to before me this
29th day of April, 2021

Notary Public

AMY J. HAVILAND
Notary Public, State of New York
Qual. in Onondaga Co., No. 01HA6109879
My Commission Expires May 24, 2024

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: Bond, Schoeneck & King, PLLC

CONTRACTOR ADDRESS: One Lincoln Center, Syracuse, New York 13202

FEDERAL TAX ID #: 270015651

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

X **B.** A Request for Qualifications was issued and a panel of firms qualified to provide legal services for the County was established. The firm Bond, Schoeneck & King, PLLC ("Bond Schoeneck") submitted a proposal and has been added to this panel. The firm has been determined to be qualified by the Department in the areas of torts, negligence litigation and possesses the requisite experience and knowledge of labor and employment law. After review and based on the firm's experience, expertise in the subject matter, and availability, Bond Schoeneck was chosen.

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. X 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. 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

June 27, 2024
Date

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

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [ ] NO [X] 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:
Howard Miller [HMILLER@BSK.COM]

Dated: 04/28/2021 12:37:12 PM

Vendor: Bond, Schoeneck & King PLLC

Title: Member

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: Kevin M. Bernstein

[redacted]

Country: US

Business Address: One Lincoln Center
City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202
Country US
Telephone: (315) 218-8000

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board	01/01/2016	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Bond, Schoeneck & King is a professional limited liability company owned by our 142 members and managed by a committee of seven.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kevin M. Bernstein , 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, Kevin M. Bernstein , 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.

Bond, Schoeneck & King PLLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kevin M. Bernstein [KBERNSTEIN@BSK.COM]

Chair of Management Committee

Title

04/28/2021 12:47:04 PM

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: 04/28/2021

1) Proposer's Legal Name: Bond, Schoeneck & King PLLC

2) Address of Place of Business: One Lincoln Center

City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202

Country: US

Address: 1010 Frankling Avenue, Suite 200
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530
Country: US
Start Date: 01-JAN-04 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: 077291516

5) Federal I.D. Number: 27-0015651

6) The proposer is a: Other (Describe) PLLC

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

YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] 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 [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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.

Should it appear at any time that a conflict of interest has arisen or may arise, we will, as a matter of professional responsibility, notify all affected clients in writing. In the event that a conflict is not waivable and waived, we will withdraw from the conflicting representation in accordance with the New York Rules of Professional Conduct applicable to attorneys.

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 [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;
01/01/1897

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.

Bond, Schoeneck & King is a professional limited liability company owned by our 142 members (equity partners) and managed by a committee of seven.

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

1 File(s) Uploaded: FirmMembership_April2021.pdf

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

Management Committee:
Kevin M. Bernstein, Committee Chair, Firm Member, One Lincoln Center, Syracuse, NY 13202
Jennifer M. Boll, Firm Member, 22 Corporate Woods Blvd., Suite 501, Albany, NY 12211
John H. Callahan, Firm Member, One Lincoln Center, Syracuse, NY 13202
Thomas G. Eron, Firm Member, One Lincoln Center, Syracuse, NY 13202
Richard J. Evrard, Firm Member, 7500 College Blvd., Suite 910, Overland Park, KS 66210
Peter A. Jones, Firm Member, One Lincoln Center, Syracuse, NY 13202
Edward C. Radin, 350 Linden Oaks, Third Floor, Rochester, NY 14625

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

439

vi) Annual revenue of firm;

42877578

vii) Summary of relevant accomplishments

We are a full-service law firm counseling individuals, companies, not-for-profits and public sector entities in a wide spectrum of practice areas. With 250 lawyers, and offices across New York State as well as offices in Naples, Florida, Kansas City and Boston, we represent clients in: real estate development and construction; commercial lending and transactions; health and long term care; hospitality; manufacturing; exempt/nonprofit organizations;
higher education; agribusiness; and municipalities and school districts. . Since our founding in 1897, we have developed a reputation for professional excellence, integrity and success. What began as a boutique law firm consisting of three attorneys has grown to a nationally ranked, full-service law firm of 250 attorneys.

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

B. Indicate number of years in business.

124

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

Bond, Schoeneck & King is a professional limited liability company owned by our 142 members and managed by a committee of seven. Since our founding in 1897, we have developed a reputation for professional excellence, integrity and success. What began as a boutique law firm consisting of three attorneys has grown to a nationally ranked, full-service law firm of 250 attorneys. We are currently ranked by American Lawyer among the top 200 law firms in the nation. From our origin in Syracuse, New York, we have expanded to eight offices across the Empire State (Albany, Buffalo, Garden City, New York City, Rochester, Saratoga Springs, Syracuse and Utica), as well as locations in Boston, Kansas City, Red Bank, New Jersey, and Naples, Florida.

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 Brookhaven		
Contact Person	Annette Eaderesto, Esq.		
Address	1 Independence Hill		
City	Farmingville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6501		
Fax #			
E-Mail Address	aeaderesto@brookhaven.org		

Company	Village of Garden City		
Contact Person	Hon. Brian C. Daughney		
Address	351 Stewart Ave		
City	Garden City	State/Province/Territory	NY
Country	US		

Telephone	(212) 599-3322
Fax #	
E-Mail Address	bdaughney61@optonline.net

Company	William Floyd Union Free School District		
Contact Person	Kevin Coster		
Address	240 Mastic Beach Road		
City	Mastic Beach	State/Province/Territory	NY
Country	US		
Telephone	(631) 874-1201		
Fax #			
E-Mail Address	kcoster@wfsd.k12.ny.us		

I, Howard Miller , 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, Howard Miller , 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: Bond, Schoeneck & King PLLC

Electronically signed and certified at the date and time indicated by:
Howard Miller [HMILLER@BSK.COM]

Member
Title

04/28/2021 12:36:08 PM
Date

Firm Partners (Members)

Last	First	Bond Office	Practice
Allen	Jeffrey F.	Rochester, New York	Litigation
Avery	Paul J.	Buffalo, New York	Business and Transactions
Bagyi	John M.	Albany, New York	Labor and Employment
Bailey	Dori K.	Syracuse, New York	Business and Transactions
Banas, Jr.	Mitchell J.	Buffalo, New York	Litigation
Barrett	Monica C.	New York City	Higher Education
Bennett	Kathleen M.	Syracuse, New York	Environmental and Energy
Bernstein	Kevin M.	Syracuse, New York	Environmental and Energy
Bezigian, Jr.	Thomas	Syracuse, New York	Trust and Estate
Billok	Michael D.	Saratoga Springs, New York	Labor and Employment
Bobrek	Andrew D.	Syracuse, New York	Labor and Employment
Boll	Jennifer M.	Albany, New York	Business and Transactions
Butler	Brian J.	Syracuse, New York	Litigation
Callahan	John H.	Syracuse, New York	Litigation
Campbell	Stephanie M.	Syracuse, New York	Litigation
Collins	Michael P.	New York City	Labor and Employment
Cook	Christa	Syracuse, New York	Labor and Employment
Copeland	Jessica L.	Buffalo, New York	Cybersecurity and Data Privacy
D'Ambrosio, Jr.	Nicholas J.	Albany, New York	Labor and Employment
Daley	Stephen C.	Syracuse, New York	Employee Benefits and Executive Compensation
Dati	James D.	Naples, Florida	Property
DeSoyza	Sanjeeve K.	Albany, New York	Labor and Employment
DiLorenzo	Louis P.	New York City	Labor and Employment
Dixon	Cressida A.	Rochester, New York	Trust and Estate
Donato	Stephen A.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Donlon	Michael C.	Buffalo, New York	Business and Transactions
Elleman	John B.	Syracuse, New York	Property
Emmerling	Patrick L.	Buffalo, New York	Trust and Estate
Eron	Thomas G.	Syracuse, New York	Labor and Employment
Evrard	Richard J.	Overland Park, Kansas	Collegiate Sports
Fellows	Jonathan B.	Syracuse, New York	Litigation

Fernandez	Hermes	Albany, New York	Health Care
Ferrara	David M.	Syracuse, New York	Labor and Employment
Finkel	Richard S.	Garden City, New York	Labor and Employment
Forsyth	Daniel P.	Buffalo, New York	Labor and Employment
Galbato	Suzanne O.	Syracuse, New York	Litigation
Glazier	Michael S.	Overland Park, Kansas	Collegiate Sports
Godsoe	John C.	Buffalo, New York	Employee Benefits and Executive Compensation
Gomez	Candace J.	Garden City, New York	School Law
Grieco	Charles D.	Buffalo, New York	Property
Hanley	Vincent O.	Buffalo, New York	Property
Harshbarger	Laura H.	Syracuse, New York	Labor and Employment
Haynes	Brian K.	Syracuse, New York	Employee Benefits and Executive Compensation
Hickey	Michael E.	Buffalo, New York	Labor and Employment
Hill	Camille W.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Hoffman	Nicholas J.	Buffalo, New York	Business and Transactions
Hoppe	Bradley A.	Buffalo, New York	Manufacturing
Hourihan, Jr.	Edward P.	Rochester, New York	Litigation
Iannucci	Emily E.	Garden City, New York	Labor and Employment
Johnson	Curtis A.	Rochester, New York	Litigation
Jones	Peter A.	Syracuse, New York	Labor and Employment
Keleher	Ryan P.	Albany, New York	Litigation
Kerlek	Adam C.	Naples, Florida	Trust and Estate
Kirchner	Robert H.	Syracuse, New York	Business and Transactions
Klein	Stuart F.	Albany, New York	Litigation
Kubarek	Joseph P.	Buffalo, New York	Business and Transactions
Kurtz	Christopher T.	Garden City, New York	Labor and Employment
LaBerge	Robert A.	Syracuse, New York	Labor and Employment
Langan	Kerry W.	Syracuse, New York	Labor and Employment
Laudadio	Brian	Rochester, New York	Litigation
Leonard	Colin M.	Syracuse, New York	Labor and Employment
Mainello	Mark A.	Albany, New York	Long Term Care
Malfitano	Larry P.	Syracuse, New York	Labor and Employment
Manfredo	Robert F.	Albany, New York	Labor and Employment

Mastroleo	Adam P.	Syracuse, New York	Labor and Employment
Mayer	Frank C.	Albany, New York	Business and Transactions
McClung	Katherine S.	Rochester, New York	Labor and Employment
McDonald	Gregory J.	Rochester, New York	Litigation
McDonald	Roderick C.	Syracuse, New York	Business and Transactions
McGuire	George R.	Syracuse, New York	Intellectual Property and Technology
McKay, III	John F.	Garden City, New York	Long Term Care
Melfi	Patrick V.	Syracuse, New York	Labor and Employment
Messer	Suzanne M.	Syracuse, New York	Litigation
Miller	Howard M.	Garden City, New York	Labor and Employment
Moldenhauer	Mark A.	Buffalo, New York	Labor and Employment
Moller	Jessica C.	Garden City, New York	Labor and Employment
Moreira	Hilary L.	Garden City, New York	Labor and Employment
Morey	James F.	Naples, Florida	Property
Nacca	Joseph S.	Rochester, New York	Litigation
Nocilly	David L.	Syracuse, New York	Intellectual Property and Technology
Noto	Joseph M.	Rochester, New York	Intellectual Property and Technology
O'Neil	Terry	Garden City, New York	Labor and Employment
Oczek	Jeremy P.	Buffalo, New York; Boston	Intellectual Property and Technology
Odza	Randall M.	Buffalo, New York	Labor and Employment
Olivo	Craig L.	Garden City, New York	Labor and Employment
Orbach	Louis	Syracuse, New York	Litigation
Owens	William L.	Naples, Florida	Business and Transactions
Pascucci	Raymond J.	Syracuse, New York	Labor and Employment
Patterson	Robert W.	Buffalo, New York	Business and Transactions
Patyi	Frank J.	Syracuse, New York	Exempt Organizations
Pautz	Daniel J.	Syracuse, New York	Litigation
Pierce	Aaron M.	Syracuse, New York	Employee Benefits and Executive Compensation
Pieterse	David L.	Rochester, New York	Real Estate Development and Construction
Pole	Kevin M.	Syracuse, New York	Property
Porcellio	Sharon M.	Buffalo, New York	Litigation
Premo	Kseniya	Syracuse, New York	Labor and Employment
Price	Fred J. M.	Syracuse, New York	Intellectual Property and Technology

Radin	Edward C.	Rochester, New York	Trust and Estate
Recchia	Kevin V.	Naples, Florida	Real Estate Development and Construction
Reichel	Paul W.	Syracuse, New York	Business and Transactions
Reichert	Raymond P.	Buffalo, New York	Business and Transactions
Reid	Kate I.	Syracuse, New York	Labor and Employment
Reilly	Gregory B.	New York City	Labor and Employment
Ricca	Steven J.	Buffalo, New York	Property
Richmond	Sara M.	New York City	Labor and Employment
Rinaldi	Thomas K.	Naples, Florida	Litigation
Rooney	James J.	Buffalo, New York	Labor and Employment
Rubenstein	William J.	Syracuse, New York	Trust and Estate
Schaeffer	Dennis K.	Buffalo, New York	Litigation
Schafer	Katherine Ritts	Syracuse, New York	Labor and Employment
Scheer	Jeffrey B.	Syracuse, New York	Business and Transactions
Schwab	Martin A.	Syracuse, New York	Trust and Estate
Schwartzott	Jennifer M.	Rochester, New York	Litigation
Sharkey	Stephen A.	Buffalo, New York	Litigation
Sheehan	Brendan M.	Syracuse, New York	Litigation
Silver	Joanna L.	New York City	Higher Education
Simcoe	Thomas W.	Albany, New York	Business and Transactions
Skillman	Kyle R.	Overland Park, Kansas	Collegiate Sports
Smith	Brody D.	Syracuse, New York	Property
Sovern	Jane M.	New York City	Higher Education
Sullivan	Charles J.	Syracuse, New York	Business and Transactions
Swanekamp	Charles C.	Buffalo, New York	Litigation
Szymczak	Heath J.	Buffalo, New York	Litigation
Tabora, Jr.	Raul A.	Albany, New York	Long Term Care
Tan	Justin C.	Garden City, New York	Litigation
Temes	Sara C.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Torcello	Erin S.	Buffalo, New York	Labor and Employment
Tsyn	Jennifer L.	Albany, New York	Business and Transactions
Tyson	Robert R.	Syracuse, New York	Environmental and Energy
Viswanathan	Subhash	Syracuse, New York	Labor and Employment

COUNTY OF NASSAU

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

1. Name of the Entity: Bond, Schoeneck & King PLLC

Address: One Lincoln Center

City: Syracuse State/Province/Territory: NY Zip/Postal Code: 13202

Country: US

2. Entity's Vendor Identification Number: 270015651

3. Type of Business: Other (specify) PLLC

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 FirmMembership_April2021.pdf

No principals have been attached to this form.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Please see attachment with question #4

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

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

None

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

N/A

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

N/A

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

N/A

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:
Howard Miller [HMILLER@BSK.COM]

Dated: 04/28/2021 12:03:28 PM

Title: Member

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.

Firm Partners (Members)

Last	First	Bond Office	Practice
Allen	Jeffrey F.	Rochester, New York	Litigation
Avery	Paul J.	Buffalo, New York	Business and Transactions
Bagyi	John M.	Albany, New York	Labor and Employment
Bailey	Dori K.	Syracuse, New York	Business and Transactions
Banas, Jr.	Mitchell J.	Buffalo, New York	Litigation
Barrett	Monica C.	New York City	Higher Education
Bennett	Kathleen M.	Syracuse, New York	Environmental and Energy
Bernstein	Kevin M.	Syracuse, New York	Environmental and Energy
Bezigian, Jr.	Thomas	Syracuse, New York	Trust and Estate
Billok	Michael D.	Saratoga Springs, New York	Labor and Employment
Bobrek	Andrew D.	Syracuse, New York	Labor and Employment
Boll	Jennifer M.	Albany, New York	Business and Transactions
Butler	Brian J.	Syracuse, New York	Litigation
Callahan	John H.	Syracuse, New York	Litigation
Campbell	Stephanie M.	Syracuse, New York	Litigation
Collins	Michael P.	New York City	Labor and Employment
Cook	Christa	Syracuse, New York	Labor and Employment
Copeland	Jessica L.	Buffalo, New York	Cybersecurity and Data Privacy
D'Ambrosio, Jr.	Nicholas J.	Albany, New York	Labor and Employment
Daley	Stephen C.	Syracuse, New York	Employee Benefits and Executive Compensation
Dati	James D.	Naples, Florida	Property
DeSoyza	Sanjeeve K.	Albany, New York	Labor and Employment
DiLorenzo	Louis P.	New York City	Labor and Employment
Dixon	Cressida A.	Rochester, New York	Trust and Estate
Donato	Stephen A.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Donlon	Michael C.	Buffalo, New York	Business and Transactions
Elleman	John B.	Syracuse, New York	Property
Emmerling	Patrick L.	Buffalo, New York	Trust and Estate
Eron	Thomas G.	Syracuse, New York	Labor and Employment
Evrard	Richard J.	Overland Park, Kansas	Collegiate Sports
Fellows	Jonathan B.	Syracuse, New York	Litigation

Fernandez	Hermes	Albany, New York	Health Care
Ferrara	David M.	Syracuse, New York	Labor and Employment
Finkel	Richard S.	Garden City, New York	Labor and Employment
Forsyth	Daniel P.	Buffalo, New York	Labor and Employment
Galbato	Suzanne O.	Syracuse, New York	Litigation
Glazier	Michael S.	Overland Park, Kansas	Collegiate Sports
Godsoe	John C.	Buffalo, New York	Employee Benefits and Executive Compensation
Gomez	Candace J.	Garden City, New York	School Law
Grieco	Charles D.	Buffalo, New York	Property
Hanley	Vincent O.	Buffalo, New York	Property
Harshbarger	Laura H.	Syracuse, New York	Labor and Employment
Haynes	Brian K.	Syracuse, New York	Employee Benefits and Executive Compensation
Hickey	Michael E.	Buffalo, New York	Labor and Employment
Hill	Camille W.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Hoffman	Nicholas J.	Buffalo, New York	Business and Transactions
Hoppe	Bradley A.	Buffalo, New York	Manufacturing
Hourihan, Jr.	Edward P.	Rochester, New York	Litigation
Iannucci	Emily E.	Garden City, New York	Labor and Employment
Johnson	Curtis A.	Rochester, New York	Litigation
Jones	Peter A.	Syracuse, New York	Labor and Employment
Keleher	Ryan P.	Albany, New York	Litigation
Kerlek	Adam C.	Naples, Florida	Trust and Estate
Kirchner	Robert H.	Syracuse, New York	Business and Transactions
Klein	Stuart F.	Albany, New York	Litigation
Kubarek	Joseph P.	Buffalo, New York	Business and Transactions
Kurtz	Christopher T.	Garden City, New York	Labor and Employment
LaBerge	Robert A.	Syracuse, New York	Labor and Employment
Langan	Kerry W.	Syracuse, New York	Labor and Employment
Laudadio	Brian	Rochester, New York	Litigation
Leonard	Colin M.	Syracuse, New York	Labor and Employment
Mainello	Mark A.	Albany, New York	Long Term Care
Malfitano	Larry P.	Syracuse, New York	Labor and Employment
Manfredo	Robert F.	Albany, New York	Labor and Employment

Mastroleo	Adam P.	Syracuse, New York	Labor and Employment
Mayer	Frank C.	Albany, New York	Business and Transactions
McClung	Katherine S.	Rochester, New York	Labor and Employment
McDonald	Gregory J.	Rochester, New York	Litigation
McDonald	Roderick C.	Syracuse, New York	Business and Transactions
McGuire	George R.	Syracuse, New York	Intellectual Property and Technology
McKay, III	John F.	Garden City, New York	Long Term Care
Melfi	Patrick V.	Syracuse, New York	Labor and Employment
Messer	Suzanne M.	Syracuse, New York	Litigation
Miller	Howard M.	Garden City, New York	Labor and Employment
Moldenhauer	Mark A.	Buffalo, New York	Labor and Employment
Moller	Jessica C.	Garden City, New York	Labor and Employment
Moreira	Hilary L.	Garden City, New York	Labor and Employment
Morey	James F.	Naples, Florida	Property
Nacca	Joseph S.	Rochester, New York	Litigation
Nocilly	David L.	Syracuse, New York	Intellectual Property and Technology
Noto	Joseph M.	Rochester, New York	Intellectual Property and Technology
O'Neil	Terry	Garden City, New York	Labor and Employment
Oczek	Jeremy P.	Buffalo, New York; Boston	Intellectual Property and Technology
Odza	Randall M.	Buffalo, New York	Labor and Employment
Olivo	Craig L.	Garden City, New York	Labor and Employment
Orbach	Louis	Syracuse, New York	Litigation
Owens	William L.	Naples, Florida	Business and Transactions
Pascucci	Raymond J.	Syracuse, New York	Labor and Employment
Patterson	Robert W.	Buffalo, New York	Business and Transactions
Patyi	Frank J.	Syracuse, New York	Exempt Organizations
Pautz	Daniel J.	Syracuse, New York	Litigation
Pierce	Aaron M.	Syracuse, New York	Employee Benefits and Executive Compensation
Pieterse	David L.	Rochester, New York	Real Estate Development and Construction
Pole	Kevin M.	Syracuse, New York	Property
Porcellio	Sharon M.	Buffalo, New York	Litigation
Premo	Kseniya	Syracuse, New York	Labor and Employment
Price	Fred J. M.	Syracuse, New York	Intellectual Property and Technology

Radin	Edward C.	Rochester, New York	Trust and Estate
Recchia	Kevin V.	Naples, Florida	Real Estate Development and Construction
Reichel	Paul W.	Syracuse, New York	Business and Transactions
Reichert	Raymond P.	Buffalo, New York	Business and Transactions
Reid	Kate I.	Syracuse, New York	Labor and Employment
Reilly	Gregory B.	New York City	Labor and Employment
Ricca	Steven J.	Buffalo, New York	Property
Richmond	Sara M.	New York City	Labor and Employment
Rinaldi	Thomas K.	Naples, Florida	Litigation
Rooney	James J.	Buffalo, New York	Labor and Employment
Rubenstein	William J.	Syracuse, New York	Trust and Estate
Schaeffer	Dennis K.	Buffalo, New York	Litigation
Schafer	Katherine Ritts	Syracuse, New York	Labor and Employment
Scheer	Jeffrey B.	Syracuse, New York	Business and Transactions
Schwab	Martin A.	Syracuse, New York	Trust and Estate
Schwartzott	Jennifer M.	Rochester, New York	Litigation
Sharkey	Stephen A.	Buffalo, New York	Litigation
Sheehan	Brendan M.	Syracuse, New York	Litigation
Silver	Joanna L.	New York City	Higher Education
Simcoe	Thomas W.	Albany, New York	Business and Transactions
Skillman	Kyle R.	Overland Park, Kansas	Collegiate Sports
Smith	Brody D.	Syracuse, New York	Property
Sovern	Jane M.	New York City	Higher Education
Sullivan	Charles J.	Syracuse, New York	Business and Transactions
Swanekamp	Charles C.	Buffalo, New York	Litigation
Szymczak	Heath J.	Buffalo, New York	Litigation
Tabora, Jr.	Raul A.	Albany, New York	Long Term Care
Tan	Justin C.	Garden City, New York	Litigation
Temes	Sara C.	Syracuse, New York	Business Restructuring, Creditors' Rights and Bankruptcy
Torcello	Erin S.	Buffalo, New York	Labor and Employment
Tsyn	Jennifer L.	Albany, New York	Business and Transactions
Tyson	Robert R.	Syracuse, New York	Environmental and Energy
Viswanathan	Subhash	Syracuse, New York	Labor and Employment

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2021

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	CONTACT NAME: Sheila Corbett	
Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	PHONE (A/C, No, Ext): 315-703-3235	FAX (A/C, No):
	E-MAIL ADDRESS: scorbett@haylor.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Great Northern Insurance Co.	20303
INSURED Bond Schoeneck & King PLLC Attn: Jan Heisler One Lincoln Center Syracuse NY 13202	INSURER B : Federal Insurance Company	20281
	INSURER C : Hartford Fire Ins Company	19682
	INSURER D : Pacific Indemnity Co.	20346
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 408240990 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	35978881	4/23/2021	4/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	73579877	4/23/2021	4/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	79872801	4/23/2021	4/23/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71725227	4/23/2021	4/23/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B C	Property Fiduciary Liability Employee Theft - Client Premises			35978881 81279236 01FA023405320	4/23/2021 1/26/2021 7/27/2020	4/23/2022 1/26/2022 7/27/2021	Blanket Personal Prop $5,000,000 $500,000 Limit	$29,360,150 Spec $25,000 Ded $5,000 Deductible

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

Individual Excluded: All Equity Partners

Forms Enclosed:
80-022367 (05/07) Designated Person or Organization
80-02-2459 (12/98) Waiver of Transfer Of Rights Of Recovery
80-02-6554 (03/17) General Aggregate Limit Per Location
80-02-2657 (04/01) Primary/Non Contributory Endorsement
WC000313 (04/84) Waiver of Our Rights to Recover from Others Endorsement
16-02-0295 (11/16) Commercial Automobile Broad Form Endorsement-New York (d) Additional Insured; (11) Waiver of Subrogation

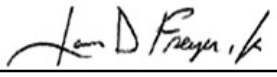
CERTIFICATE HOLDER

Nassau County
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Liability Insurance

Endorsement

Policy Period April 23, 2021 to April 23, 2022

Effective Date April 23,2021

Policy Number 35978881

Insured Bond, Schoeneck & King, PLLC

Name of Company Great Northern Insurance Co.

Date Issued April 23, 2021

This Endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Designated Person Or Organization

Any person or organization designated below is an **insured**; but they are **insureds** only with respect to liability arising out of your operations or premises owned by or rented to you.

Designated Person Or Organization

Persons or organizations that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with such insurance as is afforded by this policy; but they are insureds only if and to the minimum extent that such contract or agreement requires the person or organization to be afforded status as an insured.

However, no person or organization is an insured under this provision: Who is more specifically described under any other provision of the Who is an Insured section of tis policy (regardless of any limitation applicable thereto.)

Liability Insurance

Endorsement

Policy Period April 23, 2021 to April 23, 2022

Effective Date April 23,2021

Policy Number 35978881

Insured Bond, Schoeneck & King, PLLC

Name of Company Great Northern Insurance Co.

Date Issued April 23,2021

This Endorsement applies to the following forms:

Under Liability Conditions, Transfer Of Rights Of Recovery, the following provision is added:

Liability Conditions

Waiver Of Transfer Of Rights Of Recovery

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the designated person or organization.

We do not, however, waive our rights of recovery against the designated person or organization if the injury or damage was caused and/or contributed to by the negligence, gross or otherwise, of the designated person or organization.

Designated Person Or Organization

Any Personal organization when required by contract.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period	April 23, 2021 to April 23, 2022
Effective Date	April 23, 2021
Policy Number	3597-88-81
Insured	BOND, SCHOENECK & KING, PLLC, BS&K HOLDING CO LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	April 23,2021

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following is added to the provision titled General Aggregate Limit.

Limits Of Insurance

General Aggregate Limit With Per Location/Per Project And Combined Total Aggregate

Subject to the Combined Total Aggregate Limit shown in the Schedule:

A. a separate General Aggregate Limit will apply to the sum of amounts (that reduce the Limits Of Insurance) which we pay in connection with losses that take place at each:

1. **location** owned by you.
2. **location** rented to you.
3. project (taking place away from premises owned by or rented to you) on which you are performing operations.

   Project shall be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such project.

   In the case that a project has been abandoned, delayed or extended, or abandoned and then resumed, or if parties to a project have changed or deviated from blueprints, designs, drawings, maps, orders, plans, specifications or timetables, such project will be deemed to be the same project despite any such modifications.

Reference Copy

Limits Of Insurance

General Aggregate Limit With Per Location/Per Project And Combined Total Aggregate (continued)

B. a separate combined single General Aggregate Limit will apply to the combined sum of amounts (that reduce the Limits Of Insurance) which we pay, other than amounts described in subparagraph A. above.

The rules described in subparagraph A. above apply solely to losses that can only be attributed to a specific **location** or project, all other losses will be subject to the rules described in subparagraph B. above.

The Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described above, regardless of the number of **locations** or projects.

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

Location

Location means premises involving the same lot or connective lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Schedule

Combined Total Aggregate Limit: $ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative

Reference Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
   (a) That is an "insured" under any other automobile policy;
   (b) That has exhausted its Limit of Insurance under any other policy; or
   (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
   (1) The agreement requires you to provide direct primary insurance for the lessor; and
   (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   (1) You;
   (2) Any of your "employees" or agents; or
   (3) Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:
   (1) with respect to the operation, maintenance or use of a covered "auto"; and

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(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

2. **AMENDED FELLOW EMPLOYEE EXCLUSION**
EXCLUSION 5. – FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE is amended to add the following:
However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

3. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

4. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

5. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

6. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

7. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
2. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

8. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**
Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

9. **TWO OR MORE DEDUCTIBLES**
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

10. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must notify us as soon as reasonably possible when the "accident" is known to:
(1) You or your authorized representative, if you are an individual;

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(2) A partner, or any authorized representative, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:
(1) How, when and where the "accident" or "loss" occurred;
(2) The insured's name and address; and
(3) To the extent possible, the names and addresses of any injured persons or witnesses.

11. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

13. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

14. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

15. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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Liability Insurance

Endorsement

Policy Period	April 23, 2021 to April 23, 2022
Effective Date	April 23, 2021
Policy Number	35978881
Insured	BOND, SCHOENECK & KING, PLLC, BS&K HOLDING CO LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	April 23, 2021

This Endorsement applies to the following forms:

PRODUCTS/COMPLETED OPERATIONS

Under Conditions, the following condition is added:

Conditions

Other Insurance – Primary Additional Insured

If you agree, in a written contract, agreement or permit, to provide primary insurance for any person or organization included in Who Is An Insured, this Other Insurance – Primary Additional Insured condition applies.

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary. We will not seek contributions from any other insurance available to the person or organization with whom you agree to include in Who Is An Insured, except when the Excess Insurance provision applies.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- provided to you by any person or organization working under contract or agreement for you; or
- under which you are included as an insured.

Reference Copy

Conditions

Other Insurance – Primary Additional Insured (continued)

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

Authorized Representative 

Reference Copy

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 124
(4-84)

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/23/2021 (DATE) at 12:01 A. M. standard time, forms a part of

Policy No. 71725227 of the Pacific Indemnity Co. (NAME OF INSURANCE COMPANY)

issued to Bond, Schoeneck & King, PLLC

Endorsement No. 1

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any Personal organization when required by contract.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Bond Schoeneck & King PLLC Attn: Jan Heisler One Lincoln Center Syracuse NY 13202 Work Location of Insured (Only required if coverage is specifically limited to *certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 315-218-8193 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-17554 1d. Federal Employer Identification Number of Insured or Social Security Number 270015651
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County Nassau County Attorney's Office Municipal Transactions Bureau Mineola NY 11501	3a. Name of Insurance Carrier Pacific Indemnity Co. 3b. Policy Number of Entity Listed in Box "1a" 71725227 3c. Policy effective period 4/23/2021 to 4/23/2022 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A **on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send** this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐YES ☒NO

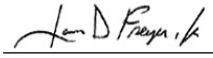
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: James D. Freyer, Jr
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  4/22/2021
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-703-3235

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subs cribed by an insurance carrier is produced in a form satisfactory to the chair, that com pensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/2020

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 *MARSH USA, INC. 507 PLUM STREET, SUITE 110 Attn: Renee' M. Impaglia SYRACUSE, NY 13204 Attn: Upstate.certrequest@Marsh.com Fax: 212-948-0931 CN101988379-3M--20-21	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED BOND, SCHOENECK & KING, PLLC ATTN: JANNETTE HEISLER ONE LINCOLN CENTER SYRACUSE, NY 13202	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** CNA Insurance Companies / 02186 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-008991075-14 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	PROFESSIONAL INDEMNITY			132345145	08/15/2020	08/15/2021	EACH CLAIM NOT LESS THAN	3,000,000

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

CERTIFICATE HOLDER

Nassau County
Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Renee M. Impaglia

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
*MARSH USA, INC.	BOND, SCHOENECK & KING, PLLC ATTN: JANNETTE HEISLER ONE LINCOLN CENTER SYRACUSE, NY 13202
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Quota Share:
Transportation Insurance Company - Policy No. 132345145, 08/15/20- 21, 25% Participation
National Casualty Company - Policy No. LWO0000018, 08/15/20 - 21, 16.6667% Participation
Endurance American Insurance Company – Policy No. LPL10000002407, 8/15/20 – 21, 25% Participation
Markel American Insurance Company – Policy No. MKLM7PL0001975, 8/15/20 – 20, 16.6666% Participation
Everest National Insurance Company – Policy No. LPLP000127-201, 8/15/20 – 21, 10% Participation
QBE Insurance Corporation – Policy No. QPL0064527, 8/15/20 – 21, 6.6667% Participation

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