

**E-54-22**

Certified:
Filed with the Clerk of the Nassau County
Legislature on May 23, 2022 11:52am

NIFS ID:CLAT21000015**Department: County Attorney****Capital:**

SERVICE: Outside counsel

Contract ID #:CQAT15000013 NIFS Entry Date: 11/15/2021 Term: from to

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

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

Vendor Info:	
Name: Kaufman Dolowich & Voluck, LLP	Vendor ID#: 113391604
Address: 135 Crossways Park Drive, Suite 201 Woodbury, NY 11797	Contact Person: Aaron Solomon
	Phone: (516) 681-1100

Department:
Contact Name: Jaclyn Delle
Address: 1 West Street Mineola, NY 11501
Phone: (516) 571-3054

Routing Slip

Department	NIFS Entry: X	10-DEC-21 -- JDELLE
Department	NIFS Approval: X	10-DEC-21 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	17-DEC-21 -- IQURESHI
OMB	NIFS Approval: X	10-DEC-21 -- JNOGID
County Atty.	Insurance Verification: X	10-DEC-21 -- AAMATO
County Atty.	Approval to Form:X	10-DEC-21 -- DMCDERMOTT
CPO	Approval: X	29-DEC-21 -- PARJUNE

DCEC	Approval: X	03-JAN-22 -- RCLEARY
Dep. CE	Approval: X	11-MAY-22 -- ATWALSH
Leg. Affairs	Approval/Review: X	23-MAY-22 -- CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment to an existing contract for representation of the County in the following litigation: Charles Volpe, Police Benevolent Association of the Police Department of Nassau County v. Patrick Ryder, Commissioner of the Nassau County Police Department in his official and individual capacities, Russell Sacks, Sergeant in the Nassau County Police Department, in his capacities, Joseph Massaro, Lieutenant in the Nassau County Police Department, in his individual capacity, County of Nassau. The purpose of the amendment is to increase the maximum amount of the contract by \$75,435, to pay the firm's outstanding invoices to close out their representation of the County. This litigation is being re-assigned to the law firm Lamb & Barnosky, LLP.
Method of Procurement: Contract amendment. Please see procurement history below.
Procurement History: The original contract was entered into after a written Request for Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County was established. The firm Kaufman Dolowich & Voluck, LLP is a member of this panel. After a review of the panel, the firm was determined by the Department to be qualified in the areas of law listed in Appendix A of the original contract and assigned the above-mentioned case.
Description of General Provisions: Services under this agreement include, but are not limited to, motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other services as may be required to fully represent the County.
Impact on Funding / Price Analysis: The maximum amount of the contract is \$424,900. This amendment is increasing the maximum amount by \$75,435. The new maximum amount of the contract will be \$500,335.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/ OBJECT CODE	AMOUNT
Fund:	AT					
Control:	GEN	Revenue		05	ATGEN1100/ DE502	\$75,435.00
Resp:	1100	Contract:				\$0.00
Object:	DE502	County	\$75,435.00			\$0.00
Transaction		Federal	\$0.00			\$0.00
:		State	\$0.00			\$0.00
Project #:		Capital	\$0.00			\$0.00
Detail:		Other	\$0.00			\$0.00
		TOTAL	\$75,435.00		TOTAL	\$75,435.00
RENEWAL						
% Increase						

	% Decrease			

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND KAUFMAN DOLOWICH & VOLUCK, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with Kaufman Dolowich & Voluck, LLP to provide legal services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Kaufman Dolowich & Voluck, LLP.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the **Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Kaufman Dolowich & Voluck, LLP**, with an office located at 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT15000013 between the County and Counsel, executed on behalf of the County on June 12, 2015, as amended by amendment one (1), County amendment number CLAT16000019, executed on behalf of the County on June 17, 2016, amendment two (2), County amendment number CLAT19000007, executed on behalf of the County on June 4, 2019, and amendment three (3), County amendment number CLAT19000022, executed on behalf of the County on April 8, 2020 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 15, 2015 until completion of the Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Twenty-four Thousand Nine Hundred Dollars (\$424,900.00) (the "Maximum Amount"); and

WHEREAS, the County is desirous of increasing the Maximum Amount.

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

1. Maximum Amount. The Maximum Amount of the Original Agreement shall be increased by Seventy-five Thousand Four Hundred Thirty-five Dollars (\$75,435.00) so that the Maximum Amount of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Five Hundred Thousand Three Hundred Thirty-five Dollars (\$500,335.00).

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

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

KAUFMAN DOLOWICH & VOLUCK, LLP

By: 
Name: Keith J. Gutstein, Esq.
Title: Co-Managing Partner
Date: September 30, 2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF NASSAU)

Roseann Kennedy
NOTARY PUBLIC

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

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Kaufman Dolowich & Voluck, LLP

2. Dollar amount requiring NIFA approval: \$75,435.00

Amount to be encumbered: \$75,435.00

This is a Amendment

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

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

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

3. Contract Term: January 15, 2015 - Completion of Services

Has work or services on this contract commenced? Y

If yes, please explain: Services continued under active contract.

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

This is an amendment to an existing contract for representation of the County in the following litigation: Charles Volpe, Police Benevolent Association of the Police Department of Nassau County v. Patrick Ryder, Commissioner of the Nassau County Police Department in his official and individual capacities, Russell Sacks, Sergeant in the Nassau County Police Department, in his capacities, Joseph Ma

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

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

AUTHORIZATION

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

IQURESHI

12/17/2021

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Kaufman Dolowich & Voluck LLP

CONTRACTOR ADDRESS: 135 Crossways Park Drive, Suite 201, Woodbury, NY 11797

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [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 June 12, 2015 [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 a Request for Qualifications ("RFQ") was issued and a panel of qualified law firms established.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature

11/30/2021

Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

See attached list of contributions

1 File(s) uploaded: Political Contributions.pdf

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:

Aaron Solomon [ASOLOMON@KDVLAWS.COM]

Dated: 10/29/2021 02:41:50 PM

Vendor: Kaufman Dolowich Voluck LLP

Title: Partner

Full Legal name of Recipient: Steve Bellone for Suffolk County Executive

Address of Recipient: 100 Veterans Memorial Highway Hauppauge, NY 11788

Date of Contribution: 1/10/2019

Amount of Contribution: \$300.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Home Sharers Democratic Club of San Francisco, CA

Address of Recipient: 31 Jansen Street San Francisco, CA 94133

Date of Contribution: 4/29/2019

Amount of Contribution: \$1,000.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Friends of Madeline Singas

Address of Recipient: 262 Old Country Road Mineola, NY 11501

Date of Contribution: 10/29/2019

Amount of Contribution: \$500.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Nassau County Republican Committee

Address of Recipient: 164 Post Avenue Westbury, NY 11590

Date of Contribution: 12/04/2019

Amount of Contribution: \$250.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Laura Curran (Nassau County Long Island Executive)

Address of Recipient: 1550 Franklin Avenue Mineola, NY 11501

Date of Contribution: 3/16/2021

Amount of Contribution: \$500.00

Type of Contribution: American Express

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Steve Bellone for Suffolk County Executive

Address of Recipient: 100 Veterans Memorial Highway Hauppauge, NY 11788

Date of Contribution: 7/6/2021

Amount of Contribution: \$500.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

Full Legal name of Recipient: Thomas S. Gulotta (Nassau County Republican Committee)

Address of Recipient: 164 Post Avenue Westbury, NY 11590

Date of Contribution: 9/30/2021

Amount of Contribution: \$500.00

Type of Contribution: check

Contributor Name: Kaufman Dolowich Voluck LLP

Relationship of Contributor to the Vendor: supporter

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: Michael Kaufman
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address:		135 Crossways Park Drive, Suite 201			
City:	Woodbury	State/Province/Territory:	NY	Zip/Postal Code:	11797
Country	US				
Telephone:	5166811100				

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	01/01/1999
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	01/01/1999
Vice President			
(Other)			

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

YES	X	NO		If Yes, provide details.
-----	---	----	--	--------------------------

20.7%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Michael Kaufman , 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, Michael Kaufman , 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.

Kaufman Dolowich Voluck, LLP

Name of submitting business

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

Michael Kaufman [MKAUFMAN@KDVFLAW.COM]

Managing Partner

Title

11/02/2021 01:37:14 PM

Date

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: Ivan Dolowich
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US

Business Address:		135 Crossways Park Drive, Suite 201			
City:	Woodbury	State/Province/Territory:	NY	Zip/Postal Code:	11797
Country	US				
Telephone:	5166811100				

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

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	05/01/2006
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	05/01/2006
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

20.7%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Ivan Dolowich , 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, Ivan Dolowich , 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.

Kaufman Dolowich Voluck, LLP

Name of submitting business

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

Ivan Dolowich [IDOLOWICH@KDVLAWS.COM]

Managing Partner

Title

11/02/2021 11:10:44 AM

Date

Business History Form

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

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

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

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

Date: 10/29/2021

1) Proposer's Legal Name: Kaufman Dolowich Voluck, LLP

2) Address of Place of Business: 135 Crossways Park Drive

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

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: 17-724-7905

5) Federal I.D. Number:

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

When we receive an engagement, we run it through our Conflict Checks Program. The proposed engagement is also distributed to all attorneys for review. In the occurrence of a conflict, we have a conflicts committee to review and take next steps. Sometimes that requires reaching out to the client to discuss the issue. Usually we provide suggestions and attempt to obtain a waiver. We also implement restrictions on file access and electronic walls where appropriate.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

07/15/1997

- 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.

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

1 File(s) Uploaded: Equity Partners 2021.pdf

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

Our firm is a partnership. It has partners not officers. A list of equity partners has been provided.

No officers and directors from this company have been attached.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

301

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

See attached

1 File(s) Uploaded: County Attached Exhibit B.pdf

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

B. Indicate number of years in business.

35

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

1 File(s) Uploaded: County Attached Exhibit B.pdf

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

Company	Shulman Kessler, LLP		
Contact Person	Troy Kessler, Partner		
Address	510 Broadhollow Road, Suite 210		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 499-9100		
Fax #	(631) 499-9120		
E-Mail Address	tkessler@shulmankessler.com		

Company	Law Office of Anthony Capetola		
Contact Person	Anthony Capetola		
Address	2 Hillside Avenue		
City	Williston Park	State/Province/Territory	NY
Country	US		
Telephone	(516) 746-2300		
Fax #	(516) 746-2318		
E-Mail Address	anthonycapetola@aol.com		

Company	Law Office of Christopher Ring		
Contact Person	Christopher Ring		
Address	737 Smithtown Bypass		
City	Smithtown	State/Province/Territory	NY
Country	US		
Telephone	(631) 257-5845		
Fax #			
E-Mail Address	cring@cringlaw.com		

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

CERTIFICATION

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

Name of submitting business: Kaufman Dolowich Voluck LLP

Electronically signed and certified at the date and time indicated by:
Aaron N. Solomon [ASOLOMON@KDVLAWS.COM]

Partner
Title

10/29/2021 02:37:04 PM
Date



KAUFMAN DOLOWICH VOLUCK

KDVLAW.COM

Notable Accomplishments:

Keith J. Gutstein, Co-Managing Partner of KDV's Long Island office & Co-chair of KDV's Labor and Employment Law Practice Group, regularly counsels clients in all issues arising from the employer-employee relationship, including the defense of employment discrimination and sexual harassment matters, compliance with workplace regulations and employment statutes, wage and hour lawsuits, wage and hour audits initiated by United States Department of Labor, and investigations commenced by various civil rights agencies, such as the Equal Employment Opportunity Commission (EEOC) and the New York State Division of Human Rights. Keith has defended the Town of Oyster Bay and the Town of Huntington in connection with employment discrimination claims. He also defended school districts in employment related matters. Over the last 18 years, Keith has defended hundreds of discrimination and harassment claims. He successfully defeated employment discrimination /harassment claims by summary judgement motion and have helped settle countless other claims prior to trial.

Equity Partners

Ivan Dolowich – Co-Managing Partner of KDV –
Co-Chair of Insurance Coverage & Litigation Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Michael Kaufman – Co-Managing Partner of KDV
135 Crossways Park Dr., Suite 201 Woodbury, New York 117

Philip Voluck – Managing Partner of KDV's PA offices –
Co-Chair of Employment & Labor Law Practice Group
VEVA 17
1777 Sentry Parkway West, Suite 100
Blue Bell, Pennsylvania 19422

Greg Hyman – Managing Partner of KDV's PA Offices
Two Logan Square, 100 N. 18th Street, Suite 701
Philadelphia, Pennsylvania 19109

Keith Gulstein – Co-Managing Partner of KDV's Woodbury Office –
Co-Chair of Employment & Labor Law Practice Group
135 Crossways Park Dr., Suite 201, Woodbury, New York 11797

Andrew Richards – Co-Managing Partner of KDV's Woodbury Office –
Chairperson of Construction Law Practice Group
135 Crossways Park Dr., Suite 201, Woodbury, New York 11797

Brett Scher – Co-Chair of Professional Liability Practice Group
135 Crossways Park Dr., Suite 201, Woodbury, New York 11797

Kevin Mattessich – Partner, NYC office
40 Exchange Place, 20th Floor, New York, New York 10005

Michael Zigelman – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor, New York, New York 10005

Mary Jo Barry – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor, New York, New York 10005

John H. FitzSimons – Partner, NYC office
40 Exchange Place, 20th Floor, New York, New York 10005

David Kuffler – Partner, NYC office
40 Exchange Place, 20th Floor, New York, New York 10005

Christopher Nucifora – Co-Managing Partner of KDV's NJ office
21 Main Street, Suite 251, Hackensack, New Jersey 07601

Gino Zonghetti – Co-Managing Partner of KDV's NJ office
21 Main Street, Suite 251, Hackensack, New Jersey 07601

David Baugh – Co-Managing Partner of KDV's IL office
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

Stefan Dandelles – Co-Managing Partner of KDV's IL office
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

David Brown – Partner, IL office
21 Main Street, Suite 251, Hackensack, New Jersey 07601

Andrew Waxler – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Barry Brodsky – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Katherine Catlos – Co-Managing Partner of KDV's SF office
425 California Street, Suite 2100, San Francisco, California 94101

Officers and Directors

Joseph Fortunato – Chief Financial Officer
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Sean Hnelinka – Controller
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

James Kurkemelis – Director of Billing & Collections
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Jon Lyons - Director of Information Technology
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Tricia McCoy – Director of Marketing
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Kristin DeJesus – Director of Human Resources
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Executive Summary and Background

KDV is a nationally recognized, AV-rated® law firm serving the business community since 1986. Our attorneys are seasoned legal practitioners and litigators who place our clients first, think like business people, and provide viable, innovative solutions and early resolution. If there is a single, compelling reason clients can feel secure choosing us for their legal matters it is this: we have met and resolved countless diverse challenges for our clients throughout our firm's history.

KDV is a litigation law firm focused on defense representation. Our firm is comprised of over 155 attorneys occupying twelve offices across the country, and we have the resources to efficiently and effectively handle cases of all sizes, from individual claims to complex and large-scale litigation. KDV clients include, but are not limited to, insurance carriers, municipalities, school leaders, public officials, public entities, family-owned and closely held businesses, professional partnerships, middle-market companies, Fortune 500 and other substantial corporations, professionals, private employers, builders and developers, construction companies, architects, engineers, design professionals, real estate companies, manufacturers, distributors, media and technology companies.

KDV offers outstanding legal representation to clients in need of compliance, consultation and comprehensive litigation, prosecution and defense. Through our years of practice before State Courts, Federal Courts, Appellate Courts, Supreme Courts and various Administrative Tribunals, we have earned a reputation for the high quality of our legal work. We have also formed relationships with these members of the legal profession which ultimately benefit our clients. Our firm offers extensive trial experience as well as a thorough understanding of the handling of claims involving such areas general liability, employment practices liability, construction, professional services liability/errors and omissions, environmental, toxic and mass tort litigation, and more. We also counsel clients on important key compliance matters such as bidding and procurement practices, employment rules/regulations, counsel on LEED, DMWBE and BUY American Act rules and requirements.

The strength of our practice groups lies not only in our ability to handle these types of matters, but to assist clients at every step during the process.

KDV Practice Areas

Labor and Employment Law Practice

Providing Strategic Guidance and Representation in Labor and Employment Law Matters

The Labor and Employment Law practice at KDV represents public entities, businesses and insurance communities in all facets of employment and workplace issues, from employment practices liability defense to traditional management-labor matters. Our labor and employment law practitioners are known on a national level for delivering superior legal counsel that meets the individual needs and demands of our clients. Our lawyers become part of the fabric of the entities and companies we serve, taking the time to fully understand how our clients' organizations operate and the complex legal and business challenges they may be facing.

Responsiveness and innovative solutions are the hallmarks of our practice. When challenging employment law and workplace issues arise, various entities and companies across the United States rely on our labor and employment attorneys to provide the strategic guidance necessary to effectively and

efficiently defend or resolve the matter. Our success is due in part to the close relationships we forge with our clients. In our view, our role is to serve both as a legal counselor and business partner with every client.

KDV offers a national labor and employment law practice with top-tier attorneys who are well-positioned to deliver counsel in all types of employment-related matters, including:

- **Class and Collective Action Defense.** Labor and employment class and collective actions, particularly wage and hour disputes, are complex, high-stake matters. Our lawyers are particularly skilled in managing and defending these challenging cases at every phase of the legal process. When class and collective actions arise, we focus on protecting our clients from exposure and work to reach a prompt and favorable resolution.
- **Employment Practices Liability Defense.** KDV's Labor and Employment Law group defends clients in a full range of employment-related claims including sexual harassment, employment discrimination, wrongful discharge and retaliation. We provide strategic counsel and representation to insurance carriers and their insureds as well as public and private entities in matters before state and federal courts as well as the United States Department of Labor, the United States Equal Opportunity Commission, the United States Department of Justice, and state and local agencies and authorities.
- **Personnel Policies, Employment Agreements and Restrictive Covenants.** KDV's legal team offers clients a wealth of experience in drafting all types of workplace policies, handbooks and employment agreements. Our lawyers also aggressively enforce and defend these policies and agreements in an effort to protect our clients' most important business interests.
- **Human Resources Counseling and Training.** Our labor and employment attorneys comprehensively train managers and supervisors to avoid conduct that can expose and bind their businesses to liability. We inform and educate clients on how to legally handle potential disciplinary situations, layoffs and general employee complaints. KDV often acts as an extension of our clients' human resources departments in this regard.
- **Management-Labor Matters.** Our lawyers have extensive experience handling all aspects of traditional labor relations on behalf of management. Whether we are advising a client during a union organizing drive, negotiating a union contract, or litigating an unfair labor practices claim, our clients trust that a KDV employment law defense attorney is well equipped to handle the matter.
- **Wage & Hour Compliance and Litigation.** KDV frequently represents companies confronted with investigations and compliance audits by the Department of Labor and its state law agencies' equivalents. Our attorneys prepare companies for audits, advise clients during the investigation and, if necessary, represent clients in subsequent litigation. As a preventative measure, KDV works proactively with

companies to make sure that appropriate policies are in place to avoid potential wage and hour violations and related exposure.

- **Whistleblower Claims.** A whistleblower claim puts a client at high risk for suffering damages to its reputation. When whistleblower actions arise, our lawyers work directly with our clients to develop a strong and strategic plan of defense. We also offer proactive counsel to help companies develop and implement policies and programs that effectively respond to employee complaints before they escalate into litigation.

Traditional Management-Labor Matters on Behalf of Management

In addition to litigating employment matters and disputes in the workplace, the Labor and Employment Law attorneys at KDV handle virtually all aspects of traditional labor relations on behalf of management. Our lawyers counsel and represent clients in all proceedings before the National Labor Relations Board (NLRB), including matters involving union elections, unfair labor practices, collective bargaining, and grievance arbitrations. Whether an employer is in need of legal counsel during a union organizing drive, is seeking assistance in connection with the negotiation of a union contract, or is looking for qualified legal counsel to litigate an unfair labor practices case, the attorneys in our Labor and Employment Law practice are well-equipped to practice before the NLRB.

Collective Bargaining

KDV is well-versed in the complex laws that govern relationships with unions and the collective bargaining process. We seek to negotiate contracts that, among many other provisions, preserve management's right to run and control operations and discipline employees when necessary. We involve our clients in the process so that no stone is left unturned.

Grievance Arbitrations

During contract negotiations, our attorneys pay close attention to the wording of the arbitration clause so as to not provide the arbitrator with unfettered power to fashion a remedy. The attorneys in KDV's Labor and Employment Law Practice represent management in all types of grievance arbitration proceedings. We navigate our clients through every step of the process and work to reach a quick and cost-effective resolution of the dispute.

Unfair Labor Practices

The attorneys in our Labor and Employment Law practice have extensive experience counseling clients before the National Labor Relations Board (NLRB) and defending them against unfair labor practice charges. We regularly represent clients operating across all industries facing all type of unfair labor practice charges, ranging from alleged bad faith bargaining to union activity discrimination and retaliation.

Construction Law Practice

Kaufman Dolowich & Voluck, LLP's construction law practice is well-known throughout New York and New Jersey for providing comprehensive legal services in construction matters. By handling the full range of issues involved in both public and private construction projects, our lawyers understand the broad picture while focusing on the minute details that can often have immense repercussions.

We represent project owners, contractors, construction managers, trade contractors, architects, engineers, material suppliers, surety companies and other related entities and professionals.

Claims, Litigation, Arbitration and Mediation

Our attorneys assist construction industry stakeholders in a wide scope of claims involving liens; performance, payment and bid bonds; extra work; wrongful termination; defective work; delay, and contractual breaches.

While we often seek to settle disputes, we are ready and able to take a dispute to mediation, arbitration or litigation if the other party does not agree to an equitable settlement.

Our attorneys advise clients which course of action best suits their needs and goals. We evaluate a claim from the onset and during dispute resolution in order for our clients to understand the range of recovery and decide whether to settle the claim so as to avoid unnecessary legal costs. Our experience enables our firm to best present a claim for damages and to defend against claims.

Construction Contract Drafting and Procurement Practices

A contract is a crucial part of any projects' success. Our attorneys have assisted and counseled public owners and their teams in the preparation of contracts and review of bids and proper procurement practices including procurement rules and requirements, bid reviews and rejections, particularly related to issues involving compliance with LEED, DMWBE and Buy American rules and requirements.

Compliance (M/W/DBE, OSHA, Safety)

Municipalities, businesses and professionals in construction must abide by a complex web of local, state and federal regulations that are difficult to interpret and reconcile. Complicating the matter, case law, legislation and agency regulations are constantly evolving, and businesses are expected to immediately understand and adapt to these changes.

Our lawyers remain up-to-date on the laws and how changes impact our clients' businesses and projects. We guide our clients through compliance issues related to all aspects of OSHA/Safety, wage, the Buy American Act, LEED, and Minority, Women-Owned, and Disadvantaged Business Enterprises (M/W/DBE).

Project Labor Agreements

Our attorneys have prepared and negotiated Project Labor Agreements (PLA) for a number of municipal construction projects and are well versed in establishing the basis for a PLA and addressing issues raised by organized labor in negotiating the use of labor on projects.

Construction Administration Services & Risk Management

Establishing, enforcing and following contract notice requirements are crucial to pursuing or guarding against claims related to termination, delay, extra work, extensions of time and damages. Our firm helps clients establish and/or meet their obligations to comply with contractual notice terms or to effectively enforce notice provisions against claimants. We also assist clients with risk management approaches that limit their exposure to claims, liability and loss.

COUNTY OF NASSAU

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

1. Name of the Entity: Kaufman Dolowich Voluck LLP

Address: 135 Crossways Park Drive

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: 11-3391604

3. Type of Business: Other (specify) Partnership

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

1 File(s) uploaded Equity Partners 2021.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.

See attached list of equity partners

1 File(s) uploaded Equity Partners 2021.pdf

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

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

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Aaron N. Solomon [ASOLOMON@KDVLAWS.COM]

Dated: 10/29/2021 02:39:38 PM

Title: Partner

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

Equity Partners

Ivan Dolowich – Co-Managing Partner of KDV
Co-Chair of Insurance Coverage & Litigation Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Michael Kaufman – Co-Managing Partner of KDV
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Philip Voluck – Managing Partner of KDV's Blue Bell Office
Co-Chair of Employment & Labor Law Practice Group
930 Harvest Drive, Suite 420
Blue Bell, PA 19422

Greg Hyman – Co-Managing Partner of KDV's Philadelphia Office
Four Penn Center
1600 JFK Boulevard, Suite 1030
Philadelphia, Pennsylvania 19103

Rick Perr – Co-Managing Partner of KDV's Philadelphia Office –
Chair of the Consumer Financial Services Practice Group
Four Penn Center
1600 JFK Boulevard, Suite 1030
Philadelphia, Pennsylvania 19103

Keith Gutstein – Co-Managing Partner of KDV's Woodbury Office –
Co-Chair of Employment & Labor Law Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Andrew Richards – Co-Managing Partner of KDV's Woodbury Office –
Chair of Construction Law Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Brett Scher – Chair of Professional Liability Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Erik Ortmann – Co-Chair of Construction Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Kevin Mattessich – General Counsel, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

Michael Zigelman – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor New York, New York 10005

Mary Jo Barry – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor New York, New York 10005

John H. FitzSimons – Partner, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

David Kuffler – Partner, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

John Mancebo – Co-Managing Partner of KDV's Westchester Office
425 Main Street, Suite 330
White Plains, NY 10601

Christopher Nucifora – Co-Managing Partner of KDV's NJ office –
Chair of the Commercial Litigation Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Gino Zonghetti – Co-Managing Partner of KDV's NJ office
Chair of the Maritime Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Iram Valentin – Co-Chair of the Professional Liability Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Stefan Dandelles – Managing Partner of KDV's Chicago Office
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

David Brown – Co-Chair of Insurance Coverage & Litigation Practice Group
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

Andrew Waxler – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Barry Brodsky – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Ashley Klein – Managing Partner of KDV's SF Office -
Co-Chair of the Real Estate Practice Group
425 California Street, Suite 2100, San Francisco, California 94101

Katherine Catlos – Partner, Chief D&I Officer
425 California Street, Suite 2100, San Francisco, California 94101

Bruce Liebman – Co-Managing Partner of KDV's FL offices
Co-Chair of Labor & Employment Practice Group
100 SE Third Avenue, Suite 1500
Fort Lauderdale, FL 33394

Gregg Breitbart – Co-Managing Partner of KDV's FL offices
Chair of Financial Services Practice Group
100 SE Third Avenue, Suite 1500
Fort Lauderdale, FL 33394

Equity Partners

Ivan Dolowich – Co-Managing Partner of KDV
Co-Chair of Insurance Coverage & Litigation Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Michael Kaufman – Co-Managing Partner of KDV
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Philip Voluck – Managing Partner of KDV's Blue Bell Office
Co-Chair of Employment & Labor Law Practice Group
930 Harvest Drive, Suite 420
Blue Bell, PA 19422

Greg Hyman – Co-Managing Partner of KDV's Philadelphia Office
Four Penn Center
1600 JFK Boulevard, Suite 1030
Philadelphia, Pennsylvania 19103

Rick Perr – Co-Managing Partner of KDV's Philadelphia Office –
Chair of the Consumer Financial Services Practice Group
Four Penn Center
1600 JFK Boulevard, Suite 1030
Philadelphia, Pennsylvania 19103

Keith Gutstein – Co-Managing Partner of KDV's Woodbury Office –
Co-Chair of Employment & Labor Law Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Andrew Richards – Co-Managing Partner of KDV's Woodbury Office –
Chair of Construction Law Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Brett Scher – Chair of Professional Liability Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Erik Ortmann – Co-Chair of Construction Practice Group
135 Crossways Park Dr., Suite 201 Woodbury, New York 11797

Kevin Mattessich – General Counsel, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

Michael Zigelman – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor New York, New York 10005

Mary Jo Barry – Co-Managing Partner of KDV's NYC office
40 Exchange Place, 20th Floor New York, New York 10005

John H. FitzSimons – Partner, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

David Kuffler – Partner, NYC office
40 Exchange Place, 20th Floor New York, New York 10005

John Mancebo – Co-Managing Partner of KDV's Westchester Office
425 Main Street, Suite 330
White Plains, NY 10601

Christopher Nucifora – Co-Managing Partner of KDV's NJ office –
Chair of the Commercial Litigation Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Gino Zonghetti – Co-Managing Partner of KDV's NJ office
Chair of the Maritime Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Iram Valentin – Co-Chair of the Professional Liability Practice Group
Court Plaza North
25 Main Street, Suite 500 Hackensack, New Jersey 07601

Stefan Dandelles – Managing Partner of KDV's Chicago Office
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

David Brown – Co-Chair of Insurance Coverage & Litigation Practice Group
135 South LaSalle Street, Suite 2100, Chicago, Illinois 60603

Andrew Waxler – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Barry Brodsky – Co-Managing Partner of KDV's LA office
11755 Wilshire Blvd., Suite 2400, Los Angeles, California 90025

Ashley Klein – Managing Partner of KDV's SF Office -
Co-Chair of the Real Estate Practice Group
425 California Street, Suite 2100, San Francisco, California 94101

Katherine Catlos – Partner, Chief D&I Officer
425 California Street, Suite 2100, San Francisco, California 94101

Bruce Liebman – Co-Managing Partner of KDV's FL offices
Co-Chair of Labor & Employment Practice Group
100 SE Third Avenue, Suite 1500
Fort Lauderdale, FL 33394

Gregg Breitbart – Co-Managing Partner of KDV's FL offices
Chair of Financial Services Practice Group
100 SE Third Avenue, Suite 1500
Fort Lauderdale, FL 33394



KAUFDOL-01

GPURPURA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2022

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 The Signature B&B Companies 501 Franklin Avenue Suite 218 Garden City, NY 11530	CONTACT NAME: Amelia Factor PHONE (A/C, No, Ext): (516) 823-3184 FAX (A/C, No): E-MAIL ADDRESS: afactor@sbbinsure.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. INSURER B: Multiple Carriers INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kaufman Dolowich & Voluck LLP 135 Crossways Park Drive Suite 201 Woodbury, NY 11797	NAIC # 29424 00914

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		12UUNPM1110	4/28/2022	4/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12UENCG0993	4/28/2022	4/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			12XHUNV9993	4/28/2022	4/28/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Aggregate \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	12WBGE7729	4/28/2022	4/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

As respects general liability; Nassau County is included as additional insured as required by written contract or agreement as executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

Nassau County 1550 Franklin Avenue Mineola, NY 11501	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
--	---

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Kaufman Dolowich & Voluck, LLP, with an office located at 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT15000013 between the County and Counsel, executed on behalf of the County on June 12, 2015, as amended by amendment one (1), County amendment number CLAT16000019, executed on behalf of the County on June 17, 2016 and County amendment number CLAT19000007, executed on behalf of the County on June 4, 2019 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, (the "Services"); and

WHEREAS, the County Attorney is authorized to assign cases to Counsel in their areas of qualification; and

WHEREAS, the term of the Original Agreement is from January 15, 2015 until January 14, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement; (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Twenty-four Thousand Nine Hundred Dollars (\$424,900.00) (the "Maximum Amount"); and

WHEREAS, all matters previously assigned to Counsel under the Original Agreement have concluded except for CHARLES VOLPE; POLICE BENEVOLENT ASSOCIATION OF THE POLICE DEPARTMENT OF NASSAU COUNTY v PATRICK RYDER, COMMISSIONER OF THE NASSAU COUNTY POLICE DEPARTMENT IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES, RUSSELL SACKS, SERGEANT IN THE NASSAU COUNTY POLICE DEPARTMENT, IN HIS CAPACITIES, JOSEPH MASSARO, LIEUTENANT IN THE NASSAU COUNTY POLICE DEPARTMENT, IN HIS INDIVIDUAL CAPACITY, COUNTY OF NASSAU, Index No.: 19-cv-02236 ("Volpe"); and

WHEREAS, no additional matters will be assigned to Counsel under the Original Agreement except that the County desires to extend the term until the completion of the Volpe case.

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

1. Term. The Original Agreement shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon the completion of the Volpe matter.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

KAUFMAN DOLOWICH & VOLUCK, LLP

By: [Signature]
Name: Van Dolowich
Title: Managing Ptr
Date: 11/18/19

NASSAU COUNTY

By: [Signature]
Name: Helena Williams
Title: County Executive
☒ Deputy County Executive
Date: 4/18/20

State of New York
} SS.:
County of Nassau }

I, Michael C. Pulitzer, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Kaufman Dolowich & Voluck, LLP

On behalf of Nassau County, County Attorney
On file in this office of the Legislature and is of the whole said original
IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the
Nassau County Legislature the 5th Day of May, 2020

[Signature]

Clerk of the Nassau County Legislature
Nassau County, N.Y.

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

On the 18 day of November in the year 2019 before me personally came
Ivan J. Dolewich 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
managing partner/officer of Kaufman Dolewich Voluck LLP the corporation described
herein and which executed the above instrument; and that he or she signed his or her name
thereto by authority of the board of directors of said corporation.

Roseann Kennedy

NOTARY PUBLIC

ROSEANN KENNEDY
Notary Public, State of New York
No. 01KE4825968
Qualified in Nassau County
Commission Expires May 31, 2023

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

On the 8 day of April in the year 2020 before me personally came
Helena Williams to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto
pursuant to Section 205 of the County Government Law of Nassau County.

Laura J. Vigliotti
NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP 08/04/2022
COMMISSIONED IN NASS COUNTY

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the **Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Kaufman Dolowich & Voluck, LLP**, with an office located at 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT15000013 between the County and Counsel, executed on behalf of the County on June 12, 2015, as amended by amendment one (1), County amendment number CLAT16000019, executed on behalf of the County on June 17, 2016 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 15, 2015 until January 14, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for three (3) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Twenty-four Thousand Nine Hundred Dollars (\$424,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise all three (3) options to renew by extending the Original Term.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 14, 2020.

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

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf

of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

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

[Remainder of Page Intentionally Left Blank.]

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

KAUFMAN DOLOWICH & VOLUCK, LLP

By: [Signature]
Name: Ruth Gutsen
Title: Partner
Date: 1/29/19

NASSAU COUNTY

By: [Signature]
Name: Helena Williams
Title: County Executive
☒ Chief Deputy County Executive
Date: June 4, 2019

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of January in the year 2019 before me personally came Keith Gutstein 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 Co-Managing Partner of Kaufman, Delmonico & Voth LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Kimberly D Hackett

My Commission Expires September 09, 2022
Qualified in Nassau County
No. 01HA6287939
NOTARY PUBLIC-STATE OF NEW YORK
KIMBERLY D HACKETT

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4 day of June in the year 2019 before me personally came Helena W. Mame to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Laura J Vigliotti

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2012
COMMISSIONED IN NASS COUNTY

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Kaufman Dolowich & Voluck, LLP, with an office located at 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT15000013 between the County and Counsel, executed on behalf of the County on June 12, 2015 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 15, 2015 until January 14, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be January 14, 2017.

2. Maximum Amount and Renewal Options. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Thousand Dollars (\$400,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Four Hundred Twenty-four Thousand Nine Hundred Dollars (\$424,900.00) (the "Amended Maximum Amount").

3. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be Two Hundred Thousand Dollars (\$200,000.00). Thereafter, the Department shall

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

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

[Remainder of Page Intentionally Left Blank.]

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

KAUFMAN DOLOWICH & VOLUCK, LLP

By: Ivan Dolowich
Name: Ivan Dolowich
Title: Managing Partner
Date: 4/26/16

NASSAU COUNTY

By: Charles Robens
Name: Charles Robens
Title: County Executive
☒ Deputy County Executive
Date: 6/19/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 26 day of April in the year 2016, before me personally came Ivan Dobowich 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 Managing Partner of Kaufman Dobowich Voloshin LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KIMBERLY B. ANDERSON
Notary Public, State of New York
No. 01AN4898536
Qualified in Suffolk County
Commission Expires June 15, 2019

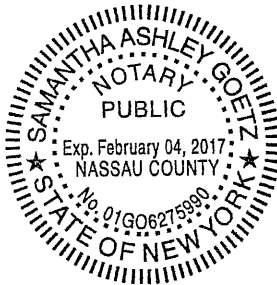
STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

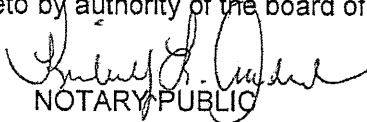
On the 17 day of June in the year 2016 before me personally came Charles Putardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



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

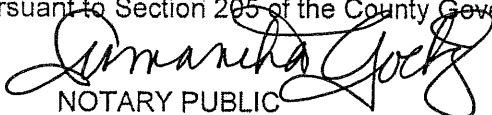
On the 26 day of April in the year 2016 before me personally came Ivan Dobowich to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Partner of Kaufman Dobowich Volochil P. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

KIMBERLY B. ANDERSON
Notary Public, State of New York
No. 01AN4898536
Qualified in Suffolk County
Commission Expires June 15, 2018

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

On the 17 day of June in the year 2016 before me personally came Charles Putardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC



CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Kaufman Dolowich & Voluck, LLP, with an office located at 135 Crossways Park Drive, Suite 201, Woodbury, New York 11797 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 15, 2015 and shall terminate on January 14, 2016, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.
2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The initial matters assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.
3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

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

(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 expert costs, messengers, investigators, trial preparation services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall

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

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent which shall not be unreasonably withheld. The terms of this Section shall not be applicable to claims, actions, or proceedings commenced by Counsel against the County that have concluded prior to the commencement of this Agreement, provided that Counsel complies with all legal requirements related to conflict legal representation, including, but not limited to those requirements provided in the New York Rules of Professional Conduct.

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 the willful misconduct, the negligent acts, errors or omissions, or breach of performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in

whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

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

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued

performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement

pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

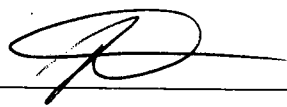
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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


[Remainder of Page Intentionally Left Blank.]

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

KAUFMAN DOLOWICH & VOLUCK, LLP

By: 
Name: Keith Gutsstein
Title: PARTNER
Date: 3/20/15

NASSAU COUNTY

By: 
Name: Charles Richards
Title: County Executive
☒ Deputy County Executive
Date: 6/12/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of March in the year 2015 before me personally came Keith Gustin to me personally known, who, being by me duly sworn, did

depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Raufman Dolowich Dotwick the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KIMBERLY B. ANDERSON
Notary Public, State of New York

No. 01AN4898536

Qualified in Suffolk County

Commission Expires June 15, 20 15

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did

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

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026

No. 01FE6259028

Qualified in Nassau County

Commission Expires April 02, 2016

Appendix A

Matters assigned to Counsel as of the commencement of this Agreement:

ALICIA BOUDOURIS vs. THE COUNTY OF NASSAU, and MICHAEL SPOSATO, LAWRENCE SCHNURR, LOU CAFIERO, DAN SYDOR, in their official and individual capacities, Index No. 14-CV-06719

Alicia Boudouris v. The County of Nassau and the Nassau County Sheriff's Dept., EEOC No. 520-2015-00542

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

1. Employment and Labor Law;
2. Construction Litigation

The Department may qualify Counsel in additional areas of law.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

(f) Contractors must notify and receive approval from the respective Department 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:

Michael Kaufman, Esq. (Name)

135 Crossways Park Dr, Ste 201, Woodbury, NY 11797 (Address)

516 681 1100 (Telephone Number)

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

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

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

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

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

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

3/20/15
Dated


Signature of Chief Executive Officer

Michael A. Kaufman
Name of Chief Executive Officer

Sworn to before me this

20 day of MARCH, 2015.


Notary Public

KEITH GUTSTEIN
Notary Public, State Of New York
No. 02GU5076497
Qualified In Nassau County
Commission Expires April 21, 2015