

NASSAU COUNTY LEGISLATURE

COMMITTEES MEETING

RICHARD NICOLELLO

PRESIDING OFFICER

RULES COMMITTEE

County Executive and Legislative Building
1550 Franklin Avenue
Mineola, New York

Monday, November 7, 2022

1:08 p.m.

TAKEN BY: KAREN LORENZO, OFFICIAL COURT REPORTER

A P P E A R A N C E S

LEGISLATOR RICHARD NICOLELLO	Chair
LEGISLATOR HOWARD KOPEL	Vice Chair
LEGISLATOR STEVEN RHOADS	
LEGISLATOR LAURA SCHAEFER	
LEGISLATOR KEVAN ABRAHAMS	Ranking Member
LEGISLATOR DELIA DERIGGI-WHITTON	
LEGISLATOR SIELA BYNOE	

MICHAEL PULITZER	Clerk of the Legislature

A L S O A P P E A R E D:

JOE JACOVINA, INFORMATION TECHNOLOGY

INSPECTOR WILLIAM FIELD, POLICE DEPARTMENT

COMMISSIONER ARNOLD, PUBLIC WORKS

COMMISSIONER BELYEA, PARKS

BRIAN LIBERT, COUNTY ATTORNEY'S OFFICE

PUBLIC COMMENT:

Meta Mereday

CHAIRMAN NICOLLELO: All right. I'm going to call the Rules Committee to order. I'm going to ask Legislator Lafazan if he would lead is in the Pledge.

(Whereupon, the Pledge of Allegiance is recited.)

CHAIRMAN NICOLLELO: Thank you. Mike, could you please call the roll for Rules Committee?

CLERK PULITZER: Yes. Thank you, Presiding Officer.

Legislator Siela Bynoe.

LEGISLATOR BYNOE: Here.

CLERK PULITZER: Legislator Delia DeRiggi-Whitton?

LEGISLATOR DERIGGI-WHITTON: Here.

CLERK PULITZER: Ranking Member Kevan Abrahams?

LEGISLATOR ABRAHAMS: Here.

CLERK PULITZER: Legislator Laura Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK PULITZER: Legislator Steven

Rhoads?

LEGISLATOR RHOADS: Present.

CLERK PULITZER: Vice Chairman
Howard Kopel?

LEGISLATOR KOPEL: Here.

CLERK PULITZER: Chairman Richard
Nicolello?

CHAIRMAN NICOLLELO: Here.

CLERK PULITZER: We have a quorum,
sir.

CHAIRMAN NICOLLELO: Thank you very
much.

As I said, we do the contracts
portion of the Rules Committee first. So
I'm going to call all of the contracts
that will be considered:

A-39, A-40, A-44; these are
resolutions authorizing the Commission of
Shared Services to execute blanket
purchase orders or purchase orders
between the County and Summit Handling
Systems, Hempstead Ford Lincoln, and
Geo-Comm Inc.

E-116, E-118, E-119, E-120, E-121,

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2 E-122, E-123, E-124, E-125, E-126, E-127,
3 E-128, E-129, U6 and U7; Resolutions
4 authorizing the County Executive to
5 execute personal services agreements or
6 amendments to personal services
7 agreements between the County and
8 Leventhal Mullaney, Lewis Johs, Vincent
9 MacNamara, Bee Ready Fishbein, West
10 Group, WSP USA, Berkman Henoch, LiRo
11 Engineers, Savin Engineers, Greenman
12 Pedersen, Inc., Discover Long Island,
13 Wildlife in Need of Rescue and
14 Rehabilitation, and the Nassau Pops
15 Symphony Orchestra.

16 Motion by Minority Leader Abrahams,
17 seconded by Deputy Presiding Officer
18 Kopel to put those items before us.

19 Next item is E-83-22, a resolution
20 authorizing the County Executive to
21 execute an amendment to a personal
22 services agreement between the County of
23 Nassau and One World Judicial Services.
24 We need a motion to un table. Legislator
25 Rhoads makes that motion seconded by

1
2 Legislator Schaefer. All in favor of
3 untabling E-83 signify by saying aye.

4 (Whereupon, all members of
5 the Rules Committee respond in
6 favor.)

7 CHAIRMAN NICOLLELO: Those opposed.

8 (Whereupon, no verbal
9 response.)

10 CHAIRMAN NICOLLELO: Okay, that
11 contract is un tabled.

12 Then lastly, before we start
13 considering the individual contracts, we
14 need a motion to table E-129 and E-123 of
15 2022. There are issues with the IG with
16 respect to these contracts that have not
17 yet been resolved. E-129, E-123, motion
18 by Legislator Bynoe, seconded by
19 Legislator DeRiggi-Whitton. All in favor
20 of tabling these two items, signify by
21 saying aye.

22 (Whereupon, all members of
23 the Rules Committee respond in
24 favor.)

25 CHAIRMAN NICOLLELO: Those opposed.

1
2 (Whereupon, no verbal
3 response.)

4 CHAIRMAN NICOLLELO: Carries
5 unanimously.

6 First, a contract to be considered
7 is with the Department of Information
8 Technology. It's A-44 Geo Comm Inc.

9 DEPUTY COMMISSIONER JACOVINA: Good
10 afternoon. Joe Jacovina, Deputy
11 Commissioner, Information Technology.
12 A-44-22 Geo Comm. This is to authorize an
13 award of purchase order to Geo Comm Inc
14 to provide professional services to
15 update information on the County's
16 geographical information system known as
17 GIS. The County currently uses state data
18 and county data based on the application.
19 This project will provide compilation and
20 data clean up of the state and county
21 data, creating a new, more accurate
22 county data set. This data is utilized by
23 many departments, including fire marshal,
24 police Department, DPW, etc. This
25 purchase is based on state GSA contract

1
2 and the maximum amount authorized is
3 \$224,309.25.

4 CHAIRMAN NICOLLELO: Okay. Can you
5 tell us which departments this supports?
6 Would you know offhand?

7 DEPUTY COMMISSIONER JACOVINA: We
8 use it for land record viewer, assessment
9 uses this data, Firecom for dispatching.
10 The police department uses it
11 extensively. This is a combination of
12 both county and state data. Again, as I
13 said, depending upon the application, DPW
14 uses it to track things from manhole
15 covers to fire extinguishers where roads
16 are located, its cross section of roads,
17 etc.

18 CHAIRMAN NICOLLELO: Okay, thank
19 you. Any questions?

20 (Whereupon, no verbal
21 response.)

22 CHAIRMAN NICOLLELO: No. Thank you
23 very much.

24 DEPUTY COMMISSIONER JACOVINA: All
25 right. Thank you.

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2 CHAIRMAN NICOLLELO: Okay. Social
3 Services E-84, One World Judicial
4 Services.

5 MR. STRONG: Good afternoon. Darrian
6 Strong, Director of Child Support
7 Collection Enforcement. The contractor
8 provides the department with personal
9 services in connection with paternity,
10 local support, Uniform Interstate Family
11 Support Act, abuse and neglect
12 proceedings.

13 The contractor also provides the
14 department with personal service of
15 summonses and complaints in connection
16 with proceedings with the Supreme Court
17 Surrogate's Court, the request for a
18 preliminary conference, subpoenas, order
19 to show cause petitions, and any other
20 legal documents to be served in matters
21 involving the Nassau County Department of
22 Social Services.

23 CHAIRMAN NICOLLELO: Thank you, Mr.
24 Strong. Question, I see that the contract
25 expires December 31st, 2022. Is there an

RFP out or pursuing another contract at this time?

MR. STRONG: Yes, I believe this is an extension of the contract.

CHAIRMAN NICOLLELO: Okay. All right. But I mean, that this is expiring in December. What are the plans for going forward?

MR. STRONG: We're going to still utilize the same contract.

CHAIRMAN NICOLLELO: So we could expect to see another amendment?

MR. STRONG: Yes.

CHAIRMAN NICOLLELO: So I would just encourage the Department to get that to us before the end of the year.

MR. STRONG: Absolutely.

CHAIRMAN NICOLLELO: Okay. Any questions?

LEGISLATOR DERIGGI-WHITTON: So. Yes. If you don't mind.

CHAIRMAN NICOLLELO: Go ahead.

LEGISLATOR DERIGGI-WHITTON: So this was tabled a while ago, correct? A few

1
2 months ago.

3 MR. STRONG: Yes.

4 LEGISLATOR DERIGGI-WHITTON: Do you
5 remember why it was tabled? Anybody? I
6 don't have it in front of me.

7 CHAIRMAN NICOLLELO: Yes. There was
8 an issue with the CSEA in terms of the
9 work that was being performed by the
10 outside contract as to whether it was
11 CSEA work or not. And that's been --

12 LEGISLATOR DERIGGI-WHITTON: And
13 it's resolved. Okay. Thank you.

14 MR. STRONG: Thank you.

15 CHAIRMAN NICOLLELO: Any other
16 questions?

17 (Whereupon, no verbal
18 response.)

19 CHAIRMAN NICOLLELO: Okay. Thank
20 you.

21 MR. STRONG: Thank you.

22 CHAIRMAN NICOLLELO: Next two
23 contracts with the Police Department,
24 A-39-22 Summit Handling.

25 INSPECTOR FIELD: Good afternoon,

1
2 William Field, Inspector with the Police
3 Department. First item is A-39-22 is to
4 authorize an award and purchase order for
5 a lift truck/forklift trucks for the
6 Police Department. The lowest responsible
7 bidder was Summit Handling, and the
8 maximum amount authorized under this
9 purchase order is \$146,632. It is grant
10 funded.

11 CHAIRMAN NICOLLELO: What is a lift
12 truck?

13 INSPECTOR FIELD: It's basically a
14 heavy duty forklift made by Toyota that
15 can we utilize in our impound lots. Any
16 time we process evidence related to
17 vehicles, so they're able to move them
18 around in tight confined spaces, damaged
19 vehicles, they can move around vehicles
20 that we don't have keys for; anything
21 like that.

22 CHAIRMAN NICOLLELO: Any other
23 questions for this? Okay. Let's go on to
24 the second one.

25 INSPECTOR FIELD: Okay. Item

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2 A-40-22. This is to authorize an award, a
3 blanket purchase order for Ford OEM,
4 original auto parts for various Nassau
5 County departments. Hempstead Ford
6 Lincoln was identified as the lowest
7 responsible bidder. The maximum amount
8 authorized under this blanket purchase
9 order is \$2.65 million. It's general
10 funds funded. The term of the blanket
11 order shall be for one year with an
12 option to renew for up to four one year
13 terms plus a two month extension. And
14 that's it.

15 CHAIRMAN NICOLLELO: All right. Any
16 questions on this contract? Legislator
17 DeRiggi-Whitton.

18 LEGISLATOR DERIGGI-WHITTON: I just
19 note that the Inspector General seemed to
20 have some questions. She was unable to
21 locate the low vendor's response to the
22 memo the contract page. Can we just -- if
23 she's on the meeting, maybe we could just
24 -- if this has been cleared up, that
25 would be great.

1
2 MS. FRANZESE: Jodi Franzese, Office
3 of Inspector General.

4 LEGISLATOR DERIGGI-WHITTON: Jodi,
5 would you mind? Hi. We just have in our
6 notes from your office -- I assume --
7 that you were unable to locate the low
8 vendor's response to the memo in the
9 contract package with respect to contract
10 number A-40-22, Hempstead Ford Lincoln.

11 MS. FRANZESE: Yes, I believe that
12 that issue that we put in the contract
13 review statement was addressed properly.

14 LEGISLATOR DERIGGI-WHITTON: And
15 there was one other question that one of
16 the vendors principals failed to disclose
17 all entities of which they are principal
18 owners and/or officers.

19 MS. FRANZESE: Yes, that was also
20 addressed.

21 LEGISLATOR DERIGGI-WHITTON: Thank
22 you very much.

23 MS. FRANZESE: All right. I'm glad I
24 was here.

25 CHAIRMAN NICOLLELO: Okay. Thank

you. Any other questions?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Thank you,
Inspector.

Next contract is with the Parks
Department starting with E-128 Discover
Long Island.

COMMISSIONER BELYEA: Good
afternoon, everyone. Discover Long Island
presenting an amendment number four to an
original contract dated January 1st,
2015, for a promotion agreement. It's a
one year renewal for the year 2022 for
Discover Long Island to market Nassau
County serving as our tourism promotion
agency under the Hotel/Motel Tax law.
This contract allows for Nassau County to
conduct another RFP for a tourism
promotion agency. Payment is the formula
outlined in the tax law, which you're all
familiar with 66 and two third percent of
25% of tax receipts received by the
County. The estimated amount for 2022 is

1
2 approximately \$975,000.

3 CHAIRMAN NICOLLELO: Has Discover
4 Long Island been providing services to
5 the County throughout 2022?

6 COMMISSIONER BELYEA: Yes.

7 CHAIRMAN NICOLLELO: Even without
8 the contract?

9 COMMISSIONER BELYEA: Yes.

10 CHAIRMAN NICOLLELO: Okay. What's
11 the plan for next year?

12 COMMISSIONER BELYEA: We are in
13 final review of a new RFP and we hope to
14 get that out in the next two weeks or so
15 and then bring before you our findings.

16 CHAIRMAN NICOLLELO: Thank you. Any
17 questions on this contract? Legislator
18 DeRiggi-Whitton.

19 LEGISLATOR DERIGGI-WHITTON: Can I
20 ask the Inspector General to return to
21 the podium? I'm sorry.

22 Thank you. I guess if these issues
23 are resolved, like after the report is
24 issued, it would just help us to save
25 time just to have the update. But, I know

1
2 that you mentioned that this contract had
3 exceeded the number of amendments allowed
4 under the original contract.

5 MS. FRANZESE: Yes. Actually, at
6 around noon, 12 to 12:30, my office sent
7 out a list of all of the the legislative
8 items that had reportable results, but
9 they were then addressed. I hoped that it
10 went to everybody.

11 LEGISLATOR DERIGGI-WHITTON: Oh,
12 great. So I'm working without that right
13 now. We're trying to locate that.

14 MS. FRANZESE: I could probably
15 e-mail the legislators, but I'm not sure
16 you really want my e-mails.

17 LEGISLATOR DERIGGI-WHITTON: I would
18 take it, but I can't make that decision.

19 So as far as the one thing that
20 concerned me was the vendors' principals
21 fail to disclose the entity of which they
22 were principal owner/officers, has that
23 have been resolved?

24 MS. FRANZESE: Yes.

25 LEGISLATOR DERIGGI-WHITTON: Okay.

All right. Thank you.

CHAIRMAN NICOLLELO: Thank you.

Okay. Any other questions before we are ready to move to the next contract. Legislator Schaefer.

LEGISLATOR SCHAEFER: Hi. How are you? Commissioner, just one quick question: For the RFP that's going to go out, do you always do -- is it a one year contract you're seeking or do you do beyond that?

COMMISSIONER BELYEA: I'd like to have it beyond so that we can look to build something. But again, we're in final review. We're looking at intervals so that we could renew it based on performance.

LEGISLATOR SCHAEFER: Got it. Okay. Thank you.

COMMISSIONER BELYEA: Okay. Thanks.

CHAIRMAN NICOLLELO: Next contract is U-6.

COMMISSIONER BELYEA: Nassau Pop Symphony Orchestra. Presenting a

1
2 contract for services with Nassau Pops
3 Symphony Orchestra Inc. This was a result
4 of an RFQ seeking musical performances of
5 various genres -- I promise this is the
6 last one for 2022 -- to provide
7 entertainment in our parks. This is
8 commencing retroactively to June 8th and
9 will terminate on December 31, 2024, with
10 the option to renew for one more two year
11 period. And again, this will enable us to
12 not have to bring those individual
13 contracts before you every year when
14 booking our entertainment. It's for one
15 two hour performance at a cost of \$4,000
16 performance, and it's funded by the
17 Hotel/Motel Tax Grant Fund.

18 CHAIRMAN NICOLLELO: Okay. All
19 right. Thank you very much.

20 COMMISSIONER BELYEA: Thank you.

21 CHAIRMAN NICOLLELO: I'm sorry. Any
22 questions on that?

23 (Whereupon, no verbal
24 response.)

25 CHAIRMAN NICOLLELO: No.

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2 Next contracts are with Public
3 Works, E-123 -- I'm sorry, actually that
4 was tabled.

5 So the first one will be E-125.

6 COMMISSIONER ARNOLD: Good
7 afternoon. Ken Arnold, Commissioner of
8 Public Works E-125 and 126 are the same
9 item just with two different vendors,
10 one's with LiRo, ones with Savin.
11 They're both contract amendments to
12 increase the capacity for our on-call
13 construction management contracts
14 associated with road and bridge work.
15 We're increasing the capacity by \$1.5
16 million.

17 CHAIRMAN NICOLLELO: Any questions
18 on these two contracts?

19 (Whereupon, no verbal
20 response.)

21 COMMISSIONER ARNOLD: So E-127 is
22 also a contract amendment with the
23 Greenman-Pederson Inc. There are our road
24 and bridge design on-call contract and
25 again, we're increasing their capacity by

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2 \$1.5 million.

3 CHAIRMAN NICOLLELO: Any questions
4 on E-127?

5 (Whereupon, no verbal
6 response.)

7 CHAIRMAN NICOLLELO: No. Thank you.
8 The remaining contracts with the
9 County Attorney's Office.

10 MR. LIBERT: Good afternoon. Brian
11 Libert from the County Attorney's Office.

12 CHAIRMAN NICOLLELO: Start with
13 E-116.

14 MR. LIBERT: This is a contract with
15 the law firm Leventhal, Mullaney &
16 Blinkoff. It's for the services for the
17 Board of Ethics. The services are being
18 provided by Steve Leventhal. If you have
19 any questions, I'm more than happy to
20 answer the same.

21 CHAIRMAN NICOLLELO: Just in terms
22 of the effective dates, it terminates
23 July 31, 2022. So what is the plan going
24 forward?

25 MR. LIBERT: My understanding, based

1
2 on discussion with the board's counsel is
3 that there is a process underway. I do
4 not want to be hasty and speak to the
5 result of that process without knowing
6 for sure. But my understanding is that
7 there is a contract headed the way of the
8 Legislature to cover those services and
9 that in between now and then, none have
10 been performed.

11 CHAIRMAN NICOLLELO: Okay. So since
12 July, Mr. Leventhal has not been
13 providing legal advice to the Board of
14 Ethics.

15 MR. LIBERT: That's my understanding
16 is the board has not had any official
17 meetings besides to convene for the
18 purposes of the procurement, which I just
19 mentioned.

20 CHAIRMAN NICOLLELO: All right. Any
21 questions? Minority Leader Abrahams.

22 LEGISLATOR ABRAHAMS: I'm trying to
23 understand this is a retroactive contract
24 that goes back four years and four
25 months, correct?

1
2 MR. LIBERT: Well, I would just say
3 that that term retroactive contract
4 legally is sort of insignificant,
5 although I understand to the Legislature
6 it is important. But yes, it is an old
7 contract.

8 LEGISLATOR ABRAHAMS: Why would you
9 say it's insignificant?

10 MR. LIBERT: Well, to me in the
11 charter, that term, retroactive doesn't
12 come up, although it often comes up on
13 the record over here. So legally, if you
14 ask for my legal analysis, I'm not sure
15 what the impact of it is, but that would
16 be for you to determine, of course.

17 LEGISLATOR ABRAHAMS: Oh, okay. So
18 it's up to this Legislative Body or this
19 Rules Committee to determine whether or
20 not we pay a contract where the work
21 started four years ago.

22 MR. LIBERT: I don't know that
23 that's under this contract. I guess
24 that's a matter to take up with the
25 County Attorney's Office, which I would

1
2 be happy to take up at a different time.
3 But I'm not sure that it's the issue of
4 this contract, but that's my
5 understanding of the Rules Committee's
6 role.

7 LEGISLATOR ABRAHAMS: Let me just
8 make sure I'm clear. Maybe I'm not clear.
9 Is this contract paying Leventhal,
10 Mullaney & Blinkoff for services that
11 were rendered in the past?

12 MR. LIBERT: Yes.

13 LEGISLATOR ABRAHAMS: So for our
14 purposes, for what we do on this
15 Legislative Body, it's a retroactive
16 contract because it wasn't approved
17 before Mr. Leventhal or anyone at his
18 firm provided the services.

19 MR. LIBERT: Correct.

20 LEGISLATOR ABRAHAMS: Okay. So if
21 I'm understanding this correctly, the
22 contract going forward is \$60,000 per
23 year.

24 MR. LIBERT: That's not going
25 forward. That is to cover the work that

1
2 was completed in the time that the
3 contract was not ratified.

4 LEGISLATOR ABRAHAMS: Got it. But
5 then there's a retro number, and by our
6 calculations, it's \$320,000.

7 MR. LIBERT: I do not believe that's
8 correct at all. I do not believe that Mr.
9 Levinthal ever did that much work for the
10 County. I will double check that, and I'm
11 happy to do that. But that would be
12 shocking to me. I believe that the number
13 was under \$100,000. That's just speaking
14 off the cuff.

15 LEGISLATOR ABRAHAMS: I think the
16 confusion is the contract is for 60?

17 MR. LIBERT: Correct.

18 LEGISLATOR ABRAHAMS: But it has a
19 contract maximum of 320.

20 MR. LIBERT: I can confirm that with
21 the municipal transactions team. But what
22 I can say easily for the record and
23 without any doubt, is that the work was
24 performed under this contract is already
25 performed, and we're not asking the

1
2 legislature for any additional future
3 authorization under this contract. There
4 may be something future presented that
5 would be presented not under this
6 contract. And I can state that without
7 any capitulation for the record.

8 LEGISLATOR ABRAHAMS: I mean,
9 according to our backup, it says the
10 amount is increasing by a maximum of
11 \$60,000, so that the amended maximum
12 shall be \$320,000.

13 MR. LIBERT: It may be that the
14 original maximum -- I would have to check
15 this with the municipal transactions team
16 -- it may be that the original contract
17 was for that amount, so that it's now
18 rising to that. But again, this office,
19 the County Attorney's Office, is not
20 asking for additional authorization for
21 future work. Period. End of statement.
22 That's not what this request is for. If
23 that's how it reads, I think that that
24 may be something miscommunicated in the
25 paper rather than what we're actually

1
2 looking at. Because it's \$60,000 hours
3 of work that was completed. Period. End
4 of statement. So that's what it is.

5 LEGISLATOR ABRAHAMS: So if I'm
6 working off of -- and maybe this item
7 needs to be tabled so we can get the
8 proper answers -- if I'm working off the
9 \$320,000 number, how many meetings have
10 there been in the last four years to
11 warrant that level of money?

12 MR. LIBERT: I'm not counsel to the
13 Board of Ethics, so I don't have that
14 information. I'm just the outside counsel
15 coordinator. And I could of course, I
16 could get the Legislature that
17 information. But I myself do not have it.

18 LEGISLATOR ABRAHAMS: So doesn't the
19 Board of Ethics they meet, what,
20 quarterly, Monthly?

21 MR. LIBERT: Again, I'm not the
22 counsel to the board, so I just wouldn't
23 stand here and speculate. It would make
24 me look even dumber than I look right
25 now.

1
2 LEGISLATOR ABRAHAMS: No, you don't
3 look. You're doing your best, and we
4 appreciate that (laughter). Yeah, I just
5 think it obvious. It seems like there's
6 some outstanding questions if we can
7 table this matter.

8 CHAIRMAN NICOLLELO: Before we get
9 to table it, some of the other
10 Legislators have questions.

11 LEGISLATOR ABRAHAMS: Oh, okay.
12 Sure. I didn't realize.

13 LEGISLATOR KOPEL: Brian, so the
14 other question is: Why four years
15 without coming to us?

16 MR. LIBERT: So my understanding,
17 Legislator, is that there were a number
18 of mini bid processes during that time.
19 So in the beginning of the last
20 administration, again, not being an
21 expert on the County Board of Ethics,
22 this is just sort of from memory and
23 public record, the Board of Ethics was
24 reconstituted. So at the time it became
25 reconstituted, the board had to meet and

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2 they actually had to make that selection.
3 So in order for a procurement to be
4 completed, the board itself actually had
5 to convene. And my understanding is, in
6 the beginning of the prior
7 administration, i.e. four years and six
8 months ago or four years and ten months
9 ago, that board was not fully convened. I
10 understand that during that time there
11 were periods by which it did convene and
12 Mr. Leventhal advised them, but there was
13 never a time that they completed that RFP
14 and then moved it forward to this Body.
15 So during that four years the board was
16 meeting, Mr. Leventhal was providing
17 services, which he was advised of in
18 writing was at his own peril. And now we
19 are here with this contract. If that
20 answers your question.

21 LEGISLATOR KOPEL: To some extent.
22 At what point was the was the hourly
23 negotiated?

24 MR. LIBERT: Well, that would have
25 been pursuant to the county's RFQ, I

1
2 believe. I'd have to go back and double
3 check that. But that would be my
4 understanding that any contract left
5 would be left to the County's RFQ panel.
6 In that rate, when you say negotiated,
7 it's not as if County Attorney or anybody
8 from County Attorney gets on the phone
9 and sort of directly negotiates it.
10 There's a qualification process for that.

11 LEGISLATOR KOPEL: Right. But at
12 what point was it said, let's use that
13 word instead?

14 MR. LIBERT: I would have to look
15 backwards. But whatever that original
16 contract was during the prior
17 administration, so more than four years
18 and ten months ago, whenever that was.

19 LEGISLATOR KOPEL: This is really
20 not a good process here. I mean, it's
21 it's self-evident.

22 MR. LIBERT: I am aware, yes.

23 LEGISLATOR KOPEL: Is the next one
24 going to be done in advance?

25 MR. LIBERT: The next one is

1
2 currently in process. Like I said, I
3 don't want to speak to what's going on
4 with it because I'm not sure if the
5 process is complete. And I know that
6 that's sort of a delicate thing, but I
7 know that it is directly in process. I am
8 aware of that and I can speak to that and
9 I believe it is in process and headed
10 towards this Body imminently. And I will
11 mention for the record relative to your
12 questions, that the board, to my
13 understanding, has been instructed not to
14 have any substantive meetings until this
15 Body considers this contract or the new
16 contract, I should say.

17 CHAIRMAN NICOLLELO: Okay. We're
18 going to do a motion to table in a
19 moment, but the Rules Committee will come
20 back after the rest of the committees and
21 we can call you back up. So we want to
22 one of the things we want to know is how
23 much, in fact, has he has he billed under
24 the contract for those years? And we
25 understand he's not just performing

1
2 services while meetings are taking place.
3 My understanding is if an issue gets sent
4 to the committee, he will look -- the
5 Board of Ethics -- will look at something
6 or render an opinion for them, correct?

7 MR. LIBERT: That is my
8 understanding. To my knowledge. I'm not
9 sure that that has happened in the last
10 ten months, although that would be
11 confidential, of course. But in the past,
12 it is my understanding that that has gone
13 on.

14 CHAIRMAN NICOLLELO: So you're going
15 to get back to us with the numbers?

16 MR. LIBERT: I mean, I can speak I
17 can get you the exact number, but I know
18 because I prepared this, this number that
19 is sitting in front of you is very close
20 to the exact dollar amount that's owed.
21 It's either a slight bit more or a slight
22 bit less. But it is not more, obviously,
23 because this is the authorization that
24 we're asking for. It's between 50-60,000.

25 CHAIRMAN NICOLLELO: Well, that's I

1
2 mean, that's where the confusion is,
3 because you're increasing the maximum
4 amount to 320,000. So we need to know
5 what is it? Was it 50? Was it 60 was a
6 320,000?

7 MR. LIBERT: That I can speak to as
8 we stand here now, I can clarify. I need
9 to get clarification from the Municipal
10 Transactions Group as to why it's going
11 up to 320,000. That's the first I'm
12 hearing that number. But as the person
13 who sees the invoices, the amount that is
14 owed is between 50 and 60,000 One hundred
15 percent.

16 CHAIRMAN NICOLLELO: Right. So maybe
17 just get that clarification for us.

18 MR. LIBERT: Absolutely.

19 CHAIRMAN NICOLLELO: And come back
20 up later. Legislator Schaefer.

21 LEGISLATOR SCHAEFER: Hi, Brian. I
22 just have a quick question for you, and I
23 apologize if I missed it, if you said
24 this already. Has there been a time now
25 that there's been a lapse in the ability

1
2 of the Ethics Board to issue an opinion
3 on something because of an RFP not being
4 fulfilled or anything?

5 MR. LIBERT: No, no, it's been okay.

6 LEGISLATOR SCHAEFER: All right. I
7 just wanted to make sure there wasn't a
8 time where his contract stopped and then
9 if someone needed an opinion, they
10 couldn't get it.

11 MR. LIBERT: No, I would say. Mr.
12 Leventhal has been humble in providing
13 the services and understanding the risks
14 that are associated with that, and in the
15 meanwhile has been doing what needs to be
16 done without taking on any unnecessary
17 risk. But the Board has been able to
18 perform its business.

19 LEGISLATOR SCHAEFER: Great. Thank
20 you.

21 CHAIRMAN NICOLLELO: And one of the
22 things I want you to come back with and
23 tell us when the last amendment was.

24 MR. LIBERT: I most certainly will.

25 LEGISLATOR ABRAHAMS: Quick

1
2 question. It's a quick question here,
3 Brian. If the maximum amount of the
4 contract is going from 260 or going up
5 60,000. And from my estimation, that
6 would be the previous contract was at
7 260,000. Has all that money been spent?

8 MR. LIBERT: If my logic is correct,
9 yes, but I but that is what I will in
10 fact, check for the Legislature. It's a
11 valid question. And again, that 320
12 number is new to me. It is certainly not
13 future work. So that I have to check on.
14 I wouldn't speak to it.

15 LEGISLATOR ABRAHAMS: For the amount
16 of money that he's billed the County,
17 assuming that is correct, that 260; that
18 contract was approved when?

19 MR. LIBERT: That's the same
20 question the Presiding Officer just asked
21 and I will get that answer. If I
22 understood your question and the
23 Presiding Officers question are exactly
24 the same. And what I understood you to be
25 asking is please tell us about that prior

1
2 amendment and I will find out in between.

3 LEGISLATOR ABRAHAMS: I understand
4 that there may be times where he provides
5 opinions as well, but I would like to get
6 to understand how many meetings took
7 place while that previous amendment was
8 in place.

9 MR. LIBERT: I don't know that that
10 information is going to be forthcoming in
11 between now and when you un table the
12 item because it's going to require at
13 least some phone calls on my part. I'm
14 happy to do whatever you ask, of course.
15 The Legislature, you know, I do what you
16 ask. I'm just not sure that that
17 information will be forthcoming in the
18 next few hours here, but I will endeavor
19 to get it.

20 LEGISLATOR ABRAHAMS: I guess what
21 I'm asking is that if this firm billed
22 this to the tune of \$260,000 during a
23 period of time, I like to know that it's
24 more than three or four meetings a year.

25 MR. LIBERT: Yes. We can confirm. I

1
2 mean, I there are I guess I should say
3 this for the record, they're not subject
4 to disclosure, but I myself am in
5 possession of the invoices, so I can
6 certainly look at that.

7 LEGISLATOR ABRAHAMS: Okay. Thank
8 you. So motion to table, moved by
9 Minority Leader Abraham, seconded by
10 Legislator Bynoe. All in favor of
11 tabling signify by saying aye.

12 (Whereupon, all members of
13 the Rules Committee respond in
14 favor.)

15 CHAIRMAN NICOLLELO: It's tabled.
16 And we'll move on to the next one.

17 MR. LIBERT: E-118 R. Yes. Is a
18 contract with Lewis Johs Avallone Aviles
19 for the Rochester matter. If I can answer
20 any questions and more than happy to do
21 that.

22 LEGISLATOR ABRAHAMS: Where are we
23 with this particular case?

24 MR. LIBERT: So it's always a little
25 difficult to speak publicly about

1
2 litigation. So I will just speak to what
3 I know is publicly available, and then I
4 would say if the Legislator has further
5 questions, I should answer those in
6 Executive or refer them to counsel. But
7 just generally speaking, this case was in
8 Federal Court and the Federal Court did
9 dismiss most of the claims. It was then
10 removed to State Court, more or less, and
11 there was some expectation that it would
12 be more or less ending in State Courts.
13 And as of yet, that is not materialized.
14 So, therefore, we seek this amendment.

15 The expectation was that once it got
16 out of Federal Court, there would be a
17 hope it would go away. It did not. So it
18 continues now and we seek this amendment
19 to continue litigating in State Court.

20 LEGISLATOR ABRAHAMS: So, I mean, I
21 don't know if this is something and you
22 tell me if I'm going down a path where we
23 should be saying this on the record, but
24 we're increasing the contract to \$150,000
25 more, the new maximum is going to be 489.

1
2 I guess what I'm asking is, are you going
3 to have to come back to us for another
4 150,000 at a later point? Or are we
5 seeing this new maximum of 489? That's
6 going to be the new ceiling.

7 MR. LIBERT: I'm glad you asked that
8 question, Legislator. I believe that we--
9 this is the truth. We really try to make
10 everyone abide by the budgets. I am the
11 one who collects these budgets. I speak
12 to counsel directly. I say, look, please
13 be honest with us because it is me who's
14 going to be standing here explaining this
15 again if we need it again. So the hope is
16 no, but as anyone who litigates knows,
17 litigation is not an exact science and
18 sometimes things happen. But that's
19 that's the goal. That's truly the goal.

20 LEGISLATOR ABRAHAMS: Okay. Thank
21 you. Thank you.

22 CHAIRMAN NICOLLELO: And the other
23 questions on this contract?

24 (Whereupon, no verbal
25 response.)

1
2 CHAIRMAN NICOLLELO: No.

3 Let's move to E-119, which is with
4 the Law Office of Vincent McNamara.

5 MR. LIBERT: Sure. This is a
6 contract with the Law Offices of
7 McNamara, for a matter called Rolja
8 (phonetic). There are several defendants,
9 including the County. It is a very
10 complex litigation and also involves
11 significant injury to the plaintiff.
12 Again, speaking on public record, the
13 gentleman was crushed by a vehicle. So
14 his injuries are very significant and,
15 therefore, it has been sent out due to
16 these also these other legal complicating
17 issues. If you have any questions, more
18 than happy to answer the same.

19 LEGISLATOR ABRAHAMS: Brian, with
20 this one, the original contract amount,
21 if I'm understanding this correctly, was
22 \$250,000?

23 MR. LIBERT: Yes. This particular
24 contract, I believe when we came before
25 the legislature, we had actually said

1
2 that we would be back for more money. I'm
3 nearly positive because I was involved in
4 that process. And this case is very
5 complicated, again, for reasons that
6 might be best explained in Executive
7 Session. But we knew and I believe we
8 said at that time that we would be
9 seeking additional money on this case.
10 There was an expectation of that, and I
11 believe counsel made us aware from the
12 get go.

13 LEGISLATOR ABRAHAMS: Okay. The only
14 reason why we wanted to ask you questions
15 about it is because the contract increase
16 went up three fold to 760. The increase
17 I'm sorry -- four fold. The increase is
18 \$766,887.32. Very exact number, by the
19 way -- for a new maximum of
20 \$1,016,887.32. So it just it jumped up
21 quite a bit. If I'm understanding this
22 correctly, the Legislature would not have
23 a chance to see anything in terms of
24 what's billable between now and the
25 \$1,016,887. But it just seems like it's

1
2 jumping up quite a bit. So that's why we
3 wanted to make sure. We got to
4 understand that one, obviously, this
5 contract is enough to be able to provide
6 outside counsel for this particular
7 service. But then two, just to get an
8 idea from you in terms of this, I mean, I
9 don't know if we need to go into
10 Executive Session at this time, but
11 understanding the scope a little bit
12 better.

13 MR. LIBERT: I'm going to answer
14 your question, but I think actually it
15 might be best to bring all of these into
16 Executive Session. When I say all of
17 these County Attorney Contracts, it
18 appears that there may be a series of
19 questions that probably would be
20 privileged for purposes of the record,
21 and I would be more than happy to answer
22 them. I think that's probably the best
23 way. I can say specifically in this
24 instance, this case is very complicated,
25 and not only is it complicated by the

1
2 injury, there are a number of statutory
3 insurance issues. And it's funny that
4 you mentioned the exact budgeting because
5 a counsel has been very good about
6 budgeting for the County in the past, and
7 he tries to be exact. So I think he's
8 done that and it does stick out as kind
9 of funny, I have to admit. But I believe
10 it's an honest number. So it's coming up
11 high. But the truth is this litigation is
12 is potentially very dangerous. So without
13 going down any further rabbit holes that
14 might be dangerous, I would say that's
15 the best answer to your question.

16 And let me add this. I'm the person
17 who reviews these budgets. I go over them
18 with the County Attorney. I do not wish
19 to stand here and be embarrassed. I don't
20 wish to present something that is
21 embarrassing. So if I thought that it
22 wasn't reasonable, I wouldn't be standing
23 here.

24 LEGISLATOR ABRAHAMS: Brian, are you
25 coming to our Executive Session later?

1
2 MR. LIBERT: I come wherever I'm
3 invited, Legislator.

4 LEGISLATOR ABRAHAMS: Just in the
5 interest of time. I mean, definitely
6 we'll move forward. I mean, we trust your
7 responses. And from that standpoint,
8 we're prepared to vote for it at this
9 moment. But if you can give us the brief
10 in Executive Session because of the
11 sensitive matter, then if that's okay,
12 Presiding Officer.

13 CHAIRMAN NICOLLELO: Yeah. I mean, I
14 think there's two other contracts for
15 legal services with the West Group that
16 might require some discussion in
17 Executive Session. Also one dealing with
18 the crime lab, which we're about to bring
19 up, and the other one with family court
20 that in terms of the status. And so those
21 might be also for Executive Session
22 items.

23 LEGISLATOR ABRAHAMS: Do you want to
24 do those now before we consider these
25 contracts or do you want to do them later

1
2 and pass them through?

3 (Whereupon, brief off the
4 record discussion.)

5 CHAIRMAN NICOLLELO: What we'll do
6 is we will wind up tabling these
7 contracts and then hear your presentation
8 in Executive Session with the others
9 later on.

10 MR. LIBERT: Very good. I remain
11 available.

12 CHAIRMAN NICOLLELO: All right, so
13 what we'll do is this, E-119, E-121,
14 E-122. Those are the ones. The other two
15 are with the West Group Law and maybe the
16 one with Vincent McNamara, we will table
17 those for now and discuss them in
18 Executive Session later and then come
19 back.

20 MR. LIBERT: Very good. Standing by,
21 Legislator.

22 CHAIRMAN NICOLLELO: All right.
23 Motion of by Legislator Schaefer seconded
24 by Minority Leader Abrahams. All in favor
25 of tabling those items signify by saying

aye.

(Whereupon, all members of
Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Okay. Tabled.
You still have a couple more to go.
Bee Ready E-120 and U7.

MR. LIBERT: I lost my train of
thought. I apologize (perusing). We have
two different contracts on. I just want
to make sure I speak to the right one.

CHAIRMAN NICOLLELO: The first one
is to represent the County to defend
various matters as requested by the
County Attorney's Office within the areas
of employment, that labor law, etc.

MR. LIBERT: Very good. Thank you,
Legislature. So this is a contract with
Bee Ready Fishbein Hatter & Donovan for
labor services for County Attorney and
also for the Office of Labor Relations.
So if you have any questions, I'm happy
to answer.

CHAIRMAN NICOLLELO: Okay, so this

1
2 is not negotiations. This is handling
3 grievances and those types of things,
4 correct?

5 MR. LIBERT: This is, I believe all
6 of that. I believe it includes all of
7 that work. I'm not intimately involved,
8 but I believe it includes all of that
9 work.

10 CHAIRMAN NICOLLELO: Okay. Meaning
11 both negotiations and grievances, etc.

12 MR. LIBERT: That is my
13 understanding. All right. Questions?
14 Minority Leader Abrams.

15 LEGISLATOR ABRAHAMS: Brian, this
16 contract is for \$3.5. Million, right?

17 MR. LIBERT: That is my
18 understanding. I don't think it's \$3.5
19 million. I don't think that's correct.

20 CHAIRMAN NICOLLELO: Yeah, it is. It
21 says maximum out \$3.5 million.

22 MR. LIBERT: Not the initial
23 incumbrance, but that is correct.

24 LEGISLATOR ABRAHAMS: Okay. And this
25 is for -- just explain to me the time

1
2 frame. This is work that Bee ready
3 provided starting back from January?

4 MR. LIBERT: Some work has been
5 performed as of January, but I do not
6 believe it's significant. I can get you
7 the exact number, but my understanding is
8 that there were negotiations underway
9 already and Bee Ready had stepped into
10 some of those.

11 LEGISLATOR ABRAHAMS: Yeah, we'll
12 definitely want to --

13 MR. LIBERT: To be perfectly clear,
14 it is not \$3.5 Million of of old work.

15 LEGISLATOR ABRAHAMS: No. That part
16 I understand. It's whatever was utilized
17 between that period of time and then it's
18 going forward, I believe. Is it five
19 years?

20 MR. LIBERT: I can double check the
21 term, but I believe so.

22 LEGISLATOR ABRAHAMS: It just seems
23 to me -- why would we why would we be
24 doing a contract that's related to
25 contract negotiations with labor

1
2 agreements that extends past the County
3 Executive's term? Well, I think it's
4 both.

5 First, I wouldn't speak to anything
6 about the term that is something that a
7 boring attorney like me probably wouldn't
8 want to get involved in. But with regard
9 to what Peter Bee's office is doing, my
10 understanding is they're handling also
11 grievances and the negotiations. So if
12 the negotiations should complete at some
13 point, there would still be ongoing
14 issues with the unions that would need to
15 be handled.

16 LEGISLATOR ABRAHAMS: No, and I get
17 that. It is definitely the ongoing
18 issues that are related to other labor
19 agreements that need to be resolved,
20 whether it's with the PBA, the correction
21 officers, CSEA, whatever the union
22 collective bargaining unit is. However,
23 I'm just asking a question because if I'm
24 reading the contract correctly, the term
25 ends in 2027.

1
2 MR. LIBERT: That's my
3 understanding.

4 LEGISLATOR ABRAHAMS: The County
5 Executive term ends in 2025. Why would
6 it go beyond? Maybe that's a question
7 that we have to ask to someone else, but
8 why would it go beyond if it's related to
9 labor agreements? Because it seems like
10 not knowing what the future will bring in
11 terms of the next county executive or the
12 current county executive, it seems like
13 it's tying that person's hands to having
14 a contract to the tune of three and a
15 half million dollars two years into that
16 next person's term, or maybe not. Who
17 knows?

18 MR. LIBERT: I can't speak to why,
19 but I can speak to that it is not tying
20 anybody's hands because, of course, at
21 any time anybody can not utilize the
22 services that are there and available. So
23 if the county executive, whoever that
24 person would be in that moment were to
25 not use those services, then the money

1
2 would not be drawn down on.

3 LEGISLATOR ABRAHAMS: Okay. I see
4 your point. I'm sorry. Go ahead.

5 CHAIRMAN NICOLLELO: Okay. I mean, I
6 would add one thing. The benefit that I
7 could see of having a longer contract is
8 it fixes the rates.

9 MR. LIBERT: That is also correct.
10 There is a change in the rates here over
11 in the new contract. So that is a very
12 valid point, Legislator. Thank you.

13 CHAIRMAN NICOLLELO: Legislator
14 DeRiggi-Whitton.

15 LEGISLATOR DERIGGI-WHITTON: I just
16 think before we go forward with the three
17 and a half million dollar possible
18 exposure, we just need to have the
19 answers of the questions that Minority
20 Leader requested. And also if you could
21 take a look at the services described in
22 the contract, it doesn't mention
23 negotiations with the unions or anything
24 like that.

25 MR. LIBERT: It's a very broad

1
2 contract. The way it's written. The
3 County Attorney can assign work as
4 needed. There have been prior contracts
5 that have used this similar language. So
6 that would sort of be the view on that.
7 I'm happy to double check that for you.
8 But that's my understanding. That I knew
9 before I stepped up here.

10 LEGISLATOR DERIGGI-WHITTON: Yeah, I
11 think the service paragraph, paragraph
12 number two should state, especially if
13 contract negotiations are included in
14 this, and if the rate is the same for
15 that, then we need to know all that
16 before we approve it, because what could
17 happen is we could approve this and then
18 say, okay, we need you to negotiate this.
19 And they would say, no, that's a
20 different rate or something. So we need
21 to make sure that if you're saying up
22 here that they're going to be negotiating
23 with the unions for contracts that that's
24 actually covered under this, because it
25 doesn't it's not listed and it really has

1
2 to be.

3 MR. LIBERT: I'm happy to go over it
4 with the Municipal Transactions Team, but
5 I believe that there's an understanding
6 of the services that are to be performed
7 on the County side. If the Legislature
8 would seek clarification, of course, as
9 always, we would do whatever the
10 Legislature would ask, but I don't think
11 that we would have presented it with the
12 concept that it was unclear.

13 LEGISLATOR DERIGGI-WHITTON: I would
14 read paragraph number two. In my opinion,
15 it doesn't clearly state a number of the
16 things that you mentioned up here as it
17 covering. And we know with all contracts,
18 it has to be in writing for it to be
19 worth anything.

20 So again, I just think for three and
21 a half million, I'm not saying it's not
22 worth it, but there's just a lot of
23 questions for that much money.

24 MR. LIBERT: So the only question
25 that I have -- (perusing) I'm just

1
2 looking at the language of the contract.
3 I would just say from my view, the
4 services section is quite broad. I
5 understand that there could be different
6 readings under the law. I'm looking at
7 the language and to me it appears pretty
8 broad. But I understand the Legislator
9 may have its own opinion about that, and
10 I totally understand that.

11 LEGISLATOR DERIGGI-WHITTON: I mean,
12 it's similar to what we just faced with
13 the prior contract with Leventhal. If
14 it's not clearly stated in the contract,
15 we can't say, oh, that should be covered.
16 We don't have it in writing, so we really
17 need it as clear as possible before we go
18 forward with anything.

19 MR. LIBERT: I would just point out
20 the Administration's view of it, is that
21 the clause and such other services as
22 required by the County Attorney and
23 Office of Labor Relations would include
24 certainly the settlement negotiations and
25 any labor-related matters.

1
2 LEGISLATOR DERIGGI-WHITTON: We need
3 we need it to state -- if this is going
4 to negotiate a contract or anything like
5 that, it has to be listed in the
6 services. Otherwise, look what just
7 happened 10 minutes ago at the Leventhal
8 contract. It's going to happen again.

9 MR. LIBERT: Frankly, Legislator, I
10 think those are vastly different. They're
11 not related.

12 LEGISLATOR DERIGGI-WHITTON: As my
13 counsel just mentioned, if you're if
14 you're saying it's going to negotiate
15 contracts with unions and then I just
16 looked at this and it doesn't say that,
17 it's just conflicting from your testimony
18 to this contract. I don't want it to come
19 back and hurt you, honestly, because
20 you're up there saying that it will cover
21 this. Yet the services doesn't say that.
22 So we can't go back -- well, we can go
23 back and check the record and say, well,
24 the attorney from the County Attorney's
25 Office said that it did and it doesn't.

1
2 So he might want more money for
3 negotiating contracts.

4 MR. LIBERT: I think, Legislator,
5 it's the legislator that's offering that
6 testimony. I've made the opposite
7 testimony. I've said that it appears to
8 me that it's covered. But if the
9 legislator wishes to clarify that, you
10 may clarify.

11 LEGISLATOR DERIGGI-WHITTON: When
12 you got up here originally -- we can read
13 the record if you want. You mentioned
14 what the contract did when Presiding
15 Officer asked you, one of the things you
16 mentioned was negotiating with unions. So
17 before we say that and we go on your
18 word, and I'm doing this for your
19 benefit, we need to have it in writing
20 because it is not what is matching with
21 the contract in writing the services. You
22 can just give us an amendment of the
23 services if you want.

24 MR. LIBERT: I believe that there's
25 a misunderstanding about the reading of

1
2 the contract, Legislator, and I don't
3 believe that it's an accurate
4 representation of what I've said.

5 LEGISLATOR ABRAHAMS: Brian, Just
6 refresh my memory. When we did the
7 Dellaverson contract, I recollect the
8 language was very specific to what Mr.
9 Dellaverson was going to do, wasn't it?

10 MR. LIBERT: I don't remember. I
11 remember standing here and I remember
12 having to learn to pronounce Mr.
13 Dellaverson's name. Which I still think
14 I haven't done.

15 LEGISLATOR ABRAHAMS: Okay. I guess
16 what I'm asking -- the question is if Mr.
17 Bee's firm Bee Ready and Fishbein is
18 going to provide services on behalf of
19 collective bargaining and negotiating, to
20 me, there's been a precedent with the
21 Dellaverson contract. Now, granted, you
22 know, Dellaverson was hired by NIFA to be
23 able to provide those services for them
24 directly. But the precedent started with
25 the previous county executive putting

1
2 that forward in that contract.

3 MR. LIBERT: Legislator, I could not
4 agree more. And, in fact, there's a
5 second contract with Lamb & Barnosky,
6 which is quite similar and was handled in
7 quite a similar manner. So I agree with
8 you that there is precedent to do this,
9 and that is not a new and novel concept.

10 CHAIRMAN NICOLLELO: So I would also
11 point out that the Dellaverson was hired
12 to do one thing and one thing only,
13 negotiate. And what Bee Ready is doing
14 here is negotiating, but they're also the
15 myriad grievances and challenges and
16 legal procedures that go on with all of
17 our collective bargaining units is
18 included within this. I personally don't
19 have a problem with the language of the
20 contract.

21 LEGISLATOR ABRAHAMS: Brian, what
22 was the cost of the Dellaverson contract?

23 MR. LIBERT: To my understanding and
24 I trying to be very frank, I honestly
25 don't remember. What I remember is that

1
2 this Body --

3 CHAIRMAN NICOLLELO: \$25,000 a
4 month. Whether he worked every day that
5 month or did nothing. Taxpayers are
6 still paying for.

7 LEGISLATOR ABRAHAMS: Which we voted
8 against. So \$25,000 per month, whether he
9 did something or did nothing. This
10 contract is for three and one half
11 million, correct?

12 MR. LIBERT: Correct. But that work
13 will only be paid in arrears. It will
14 only be paid if Mr. Bee or his firm
15 actually performs.

16 LEGISLATOR ABRAHAMS: The difference
17 is the Dellaverson was paid regardless,
18 as we said. But this contract, he's only
19 going to be paid in arrears.

20 MR. LIBERT: I would say that's at
21 least one difference, but yes.

22 LEGISLATOR ABRAHAMS: Okay. So so we
23 don't have a concrete understanding or
24 idea of what we're going to pay. Based
25 on the amount of work that Mr. Bee does,

1
2 what's his hourly rate in comparison to
3 what Mr. Dellaverson's hourly.

4 MR. LIBERT: His hourly rate is to
5 \$275 per hour for partners. I can double
6 check the associate rate, but I know for
7 partners is \$275 an hour.

8 LEGISLATOR ABRAHAMS: How would that
9 compare to the Dellaverson contract?

10 MR. LIBERT: Well, of course, as
11 pointed out by the Presiding Officer,
12 Dellaverson wasn't charging an hourly
13 rate at all. He just wanted to charge a
14 retainer to be present.

15 LEGISLATOR ABRAHAMS: And no hours
16 were provided by Dellaverson?

17 MR. LIBERT: No.

18 LEGISLATOR ABRAHAMS: I understand.
19 So \$275, how does that compare to
20 previous contracts over the years?

21 MR. LIBERT: I will say, actually --
22 Just to answer your question directly, it
23 is a slight increase. And when I say
24 slight, they're going from 225 to 275,
25 which is all in the paperwork. It's

1
2 already filed with the Clerk. When I say
3 they, that would be Peter Bee. But
4 anybody who practices law in this room
5 knows that those are very, very modest
6 rates. They really are.

7 LEGISLATOR ABRAHAMS: Okay. So I
8 guess, based on your testimony, our
9 concern is going to continue to be making
10 sure that we outline the services in the
11 contract. I mean, obviously, this is
12 something that the administration doesn't
13 want to do. We understand. But going off
14 of what previous administrations have
15 done, they have outlined it very clearly.
16 The services that are going to be
17 provided, especially as it pertains to
18 labor negotiations.

19 (Persuing) Yeah, I'm just reading
20 through it again as I'm talking. I just
21 don't. All right. I don't have nothing
22 further.

23 CHAIRMAN NICOLLELO: Okay.

24 MR. LIBERT: And then the last one
25 is going to be U7-22. And this is for a

case called Fayngersh. This is also with Peter Bee, Bee Ready Fishbein Hatter & Donovan. This case, is a U because it is below 25,000. It is a very small matter.

CHAIRMAN NICOLLELO: Okay. Any questions?

LEGISLATOR ABRAHAMS: No other questions on E-120, I would like to put a motion forward to table that matter.

CHAIRMAN NICOLLELO: Do we have a second. Seconded by Legislator DeRiggi-Whitton. All in favor for the motion to table signify by saying aye.

LEGISLATOR DERIGGI-WHITTON: Aye.

LEGISLATOR ABRAHAMS: Aye.

LEGISLATOR BYNOE: Aye.

CHAIRMAN NICOLLELO: Those opposed.

CHAIRMAN NICOLLELO: Nay.

LEGISLATOR SCHAEFER: Nay.

LEGISLATOR KOPEL: Nay.

LEGISLATOR RHOADS: Nay.

Table fails. There's still one more contract to consider, which is with Berkman, Henoch, E-124. It's a case of

1
2 Rothschild versus the County of Nassau.

3 MR. LIBERT: Thank you. This is for
4 Rothschild. It is a new case. It was bid
5 and procured. If you have any questions,
6 I'm more than happy to answer them.

7 CHAIRMAN NICOLLELO: Okay. Any
8 questions on this contract?

9 (Whereupon, no verbal
10 response.)

11 CHAIRMAN NICOLLELO: Hearing none. I
12 think you're off the hook for now. We'll
13 see you again.

14 MR. LIBERT: Standing by.

15 CHAIRMAN NICOLLELO: Well, you're
16 going to do more than stand by, right?

17 MR. LIBERT: I mean to of course.
18 I'll go look at the information now.

19 CHAIRMAN NICOLLELO: Okay. All
20 right. So I pulled the ones that we
21 tabled out, and I'm going to call the
22 other contracts at this time. Actually,
23 they include: A-44-22, E-84, A-39, A-40,
24 E-128, U6, E-125, E-126, E-127, E-118,
25 E-120. All right. I'm going to actually

1
2 take that out. This is not going to
3 include E-120 and U7.

4 Let me start from the beginning:
5 A-44-22, E-84, A-39, A-40, E-128, U6,
6 E-125, E-126, E-127, E-118, U7 and E-124.
7 Those contracts are before the
8 Legislature any debate or discussion or
9 public comment on those?

10 MS. MEREDAY: Meta Mereday. With
11 regard to this whole process, I just
12 challenge sometimes the rationale. Well,
13 I understand the rationale. I just
14 challenge how it goes out, and then we
15 don't hear about these things until well
16 after the fact and the money, you know,
17 as well as the horse is already out of
18 the barn.

19 I have more issues with the
20 contracts that were tabled at this point.
21 Those of you are going to approve or
22 disapprove, it's not going to positively
23 impact the continued disservice within
24 the underrepresented communities. I'm
25 just asking those of you who are

1
2 representing our interests, since we pay
3 the second highest property taxes in the
4 country, just to be mindful of the
5 limited resources that you seem to
6 continue to distribute to friends,
7 relatives and others who are not
8 providing the services to the communities
9 at large.

10 Just looking at today's headline
11 about helping out Long Island's homeless
12 veterans, you know, and we have a viable
13 facility that's underutilized at NUMC
14 that could address that. These are the
15 things that challenge me. My questions
16 have to do with a number of these
17 contracts or the previous contracts, and
18 we're talking about legal contracts. And
19 most residents don't know how much money
20 we expend in lawsuits against the County.
21 Just looking at that last contract that
22 was tabled with regard to the -- I
23 didn't see anybody who closely resembled
24 me or my interests on that firm. The lack
25 of diversity, the lack of inclusion and

1
2 lack of equity in our veteran population
3 and our minority population and with
4 women continues to appall me. And the
5 fact that there's very little that comes
6 out of this Body in support of that
7 continues to trouble me. So that's why I
8 wanted to stand today, because it seems
9 that my voice, you know, it may carry,
10 but it doesn't really resonate to
11 actually make much of a difference. But
12 that doesn't stop me from throwing the
13 rock into the stagnant water to ideally
14 create a ripple.

15 And for anyone who might be looking
16 for possibly some diversity, because
17 professional services continues to be an
18 arena that lacks diversity, inclusion and
19 equity, someone might want to look into
20 the Minority Corporate Council
21 Association, which is 25 years old. It's
22 not a minute old, but they represent
23 entities that are focused on hiring and
24 retaining corporate counsel of color and
25 diverse representation. So that's just

1
2 one area.

3 But again, there are subcontracting
4 opportunities that this county continues
5 to fail to look into to bring some
6 representation that is more diverse and
7 inclusive. Thank you.

8 CHAIRMAN NICOLLELO: Okay. Thank
9 you. Any further debate discussion from
10 the Legislators?

11 (Whereupon, no verbal
12 response.)

13 CHAIRMAN NICOLLELO: Hearing none.
14 All in favor of the contracts I called
15 signify by saying aye.

16 (Whereupon, all members of
17 the Rules Committee respond in
18 favor.)

19 CHAIRMAN NICOLLELO: Those opposed?

20 (Whereupon, no verbal
21 response.)

22 CHAIRMAN NICOLLELO: They carry
23 unanimously.

24 Now E-120 is the contract Bee Ready
25 and Fishbein, all in favor of that

contract signify by saying aye.

CHAIRMAN NICOLLELO: Aye.

LEGISLATOR RHOADS: Aye.

LEGISLATOR KOPEL: Aye.

LEGISLATOR SCHAEFER: Aye.

CHAIRMAN NICOLLELO: Those opposed.

LEGISLATOR ABRAHAMS: Nay.

LEGISLATOR BYNOE: Nay.

LEGISLATOR DERIGGI-WHITTON: Nay.

CHAIRMAN NICOLLELO: That contract
passes by a vote of 4 to 3.

We're going to put the Rules
Committee in recess. We will be returning
to some of those contracts later. But in
the meantime, the other committees will
go.

(Whereupon, Rules Committees
recess, 2:10 p.m. to 3:20 p.m.)

CHAIRMAN NICOLLELO: I'd like to
call the Rules Committee back into order
session. The first item that I'm going to
call is E-116-22. First, I need a motion
to un table, moved by Legislator Rhoads
seconded by Legislator Schaefer. This is

1
2 the Leventhal contract motion to un
3 table. All in favor signify by saying
4 aye.

5 LEGISLATOR KOPEL: Aye.

6 LEGISLATOR RHOADS: Aye.

7 CHAIRMAN NICOLLELO: Aye.

8 LEGISLATOR SCHAEFER: Aye.

9 CHAIRMAN NICOLLELO: Those opposed.

10 LEGISLATOR BYNOE: Nay.

11 LEGISLATOR ABRAHAMS: Nay.

12 LEGISLATOR DERIGGI-WHITTON: Nay.

13 CHAIRMAN NICOLLELO: The motion to
14 un table passes by a vote of 4 to 3. Then
15 we're going to vote on the contract
16 itself. So all in favor of E-116 signify
17 by saying aye.

18 LEGISLATOR KOPEL: Aye.

19 LEGISLATOR RHOADS: Aye.

20 CHAIRMAN NICOLLELO: Aye.

21 LEGISLATOR SCHAEFER: Aye.

22 CHAIRMAN NICOLLELO: Those opposed.

23 LEGISLATOR BYNOE: Nay.

24 LEGISLATOR ABRAHAMS: Nay.

25 LEGISLATOR DERIGGI-WHITTON: Nay.

1
2 Passes by a vote of 4 to 3.

3 Now I need a motion to un table
4 E-119 contract with the Law office of
5 Vincent McNamara and E-121 and E-122 with
6 the West Group Law PLLC moved by
7 Legislator Rhoads seconded by Legislator
8 Bynoe. All in favor of un tabling
9 signify by saying aye.

10 (Whereupon, all members of
11 the Rules Committee respond in
12 favor.)

13 CHAIRMAN NICOLLELO: Those opposed?

14 (Whereupon, no verbal
15 response.)

16 CHAIRMAN NICOLLELO: Carries
17 unanimously.

18 And now on the contracts themselves.
19 119, 121, 122, all in favor signify
20 signify by saying aye.

21 (Whereupon, all members of
22 the Rules Committee respond in
23 favor.)

24 CHAIRMAN NICOLLELO: Those opposed?

25 (Whereupon, no verbal

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response.)

CHAIRMAN NICOLLELO: They carry unanimously. A motion to suspend the Rules, moved by Deputy Presiding Officer Kopel, seconded by Legislator Schaefer. All in favor of suspending the Rules signify by saying aye.

(Whereupon, all members of the Rules Committee respond in favor.)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no response.)

CHAIRMAN NICOLLELO: Carries unanimously.

So we have the Consent Calendar. Items that went to other committees. It's been agreed by both sides and no further debate of discussion is required on these items: 342-22, 343, 344, 345, 348, 349, 351, 352, 353, 354, 355, 356.

And then on the Addendum 359 and 371. Any further debate, discussion, any public comment?

(Whereupon, no verbal

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response.)

CHAIRMAN NICOLLELO: All in favor
signify by saying aye.

(Whereupon, all members of
the Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Carries
unanimously.

Number 346 is a resolution to
confirm the County Executive's
appointment of Richard Corbett to the
position of Commissioner of the Office of
Emergency Management. Motion by
Legislator Rhoads, seconded by Deputy
Presiding Officer Kopel. Mr. Corbett will
be invited to appear before us at the
next legislative meeting. If you want to
arrange to meet with him separately,
obviously Chris will work that out with
you. But in the meantime, this is just
teeing it up for the Full Legislature.

Any debate or discussion?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Any public
comments?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: All in favor
signify by saying aye.

(Whereupon, all members of
the Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Carries
unanimously.

Number 347 is a resolution
authorizing the County Executive to
execute an amendment to the Municipal
Cooperation Agreement between the County
and the Town of Hempstead for monitoring
piping plover nesting areas at Nickerson
Beach. Moved by Deputy Presiding Officer

1
2 Kopel, seconded by Legislator Deriggi-
3 Whitton.

4 COMMISSIONER BELYEA: Good afternoon
5 again. Darcy Belyea, Parks Commissioner.

6 As you mentioned, we're amending a
7 Municipal Cooperation Agreement that
8 dates back to 2015, expired at the end of
9 last year. I did present it to the Town
10 in February and they just passed it on
11 September 20th on their town board. But
12 this basically allows the Town of
13 Hempstead to continue to conduct
14 monitoring and habitat management for the
15 piping plovers and other endangered
16 species that nest at Nassau County's
17 Nickerson Beach. We're exercising the
18 first of two one year renewals, second
19 one's already in the works for 2023 with
20 a term of January 1st, 2022, to the end
21 of this year. The cost to the County is
22 just \$12,000 and as I mentioned, it'll be
23 retroactive. The work has already been
24 performed for this year. We're beyond
25 the nesting stage.

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CHAIRMAN NICOLLELO: Okay.
Legislator Schaefer.

LEGISLATOR SCHAEFER: Just have a
quick question: What department at the
Town manages that?

COMMISSIONER BELYEA: Conservation
and wildlife in the town. I think it was
on the agenda, but it was tabled several
times.

LEGISLATOR SCHAEFER: Okay.

LEGISLATOR DERIGGI-WHITTON: I want
to thank you for doing this. My parents
actually drive down there to, like, hear
them or something every year. It's a big
DeRiggi outing.

COMMISSIONER BELYEA: It really is a
big deal. I'm told that professional
photographers come from all over the
world to take pictures of these birds.

LEGISLATOR SCHAEFER: I've seen it.
Yeah, it's very cool.

COMMISSIONER BELYEA: I started a
new job this year and have time to go see
the birds, but next year (laughter).

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LEGISLATOR DERIGGI-WHITTON: I
haven't seen them either.

CHAIRMAN NICOLLELO: All right. Any
further questions?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Thank you. All
in favor? Signify by saying aye.

(Whereupon, all members of
Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Those opposed?
(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Carries
unanimously.

Item 350-22. A resolution amending
Resolution 448-2001 as amended and titled
Designated Banks and Trust Companies for
the deposit of monies received by the
County Treasurer. Moved by Legislator
Schaefer, seconded by Legislator Rhoads.

MR. CHIANG: Good afternoon.
Gentlemen. Thank you, ladies. So the

1
2 Treasury Department, we do an annual
3 check of all the banks that we have we do
4 business with. So this year we're
5 basically removing some companies that's
6 been merged or acquired by larger
7 companies, and we're keeping some of the
8 companies that merge with bigger
9 companies already on our list.

10 We're adding two additional banks.
11 Hanover Bank, which is a local bank based
12 in Mineola, New York. We wanted to make
13 sure that we have some exposure to
14 smaller banks, community banks, to give
15 them some of the County's deposits. Of
16 course, they have to be competitive with
17 the national banks as well. We're also
18 adding US Bancorp, which is a large bank
19 based out of the Midwest.

20 So basically just housekeeping
21 items. If you have any questions.

22 LEGISLATOR KOPEL: Okay. Just just a
23 quick one. So the qualification, does it
24 matter if they have a State or a Federal
25 Charter?

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2 MR. CHIANG: No. As long as our
3 deposits are safe and liquid. All of our
4 deposits have to be backed by securities
5 or treasuries. And also it's liquid. And
6 then we try to maximize the yield on the
7 deposits. So these banks that are allowed
8 to deposit we make sure that they're
9 competitive with other banks.

10 LEGISLATOR KOPEL: And what is the
11 typical float overall? The typical
12 amount that's sitting in these accounts
13 overall.

14 MR. CHIANG: Well, it depends on the
15 size of the bank, if it's a big bank --

16 LEGISLATOR KOPEL: Overall.

17 MR. CHIANG: All of our deposits
18 combined, \$2.3 billion.

19 LEGISLATOR KOPEL: Okay.

20 CHAIRMAN NICOLLELO: Any other
21 questions or comments?

22 LEGISLATOR SCHAEFER: Just a quick
23 question. Hanover Bank. How many
24 branches do they have? I didn't even know
25 they were still around.

1
2 MR. CHIANG: They have nine
3 branches, one in Mineola and a few
4 branches in the city.

5 LEGISLATOR SCHAEFER: Are they only
6 in New York or are they --

7 MR. CHIANG: Only in New York.
8 They're a Community Bank.

9 LEGISLATOR SCHAEFER: Okay, great.

10 MR. CHIANG: We try to diversify our
11 deposits to smaller banks if we can help
12 them.

13 LEGISLATOR KOPEL: How often do you
14 do this?

15 MR. CHIANG: We do this housekeeping
16 every year. This is my first year here.
17 So I'm going to be doing this every year.

18 LEGISLATOR KOPEL: It's once a
19 year.

20 MR. CHIANG: Yeah. Right now we have
21 20 banks on the list and every year we
22 reevaluate. We also do background checks
23 on all of the banks, make sure that --

24 LEGISLATOR KOPEL: This is for just
25 those two banks or for all those banks.

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MR. CHIANG: Well, we go through the list of banks and then we do our due diligence on them every year.

LEGISLATOR KOPEL: This item now.

MR. CHIANG: This item, we took off a couple of banks and we added two banks.

CHAIRMAN NICOLLELO: Any other questions?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: Thank you, David.

MR. CHIANG: Thank you.

CHAIRMAN NICOLLELO: Any debate or discussion, any public comment?

(Whereupon, no verbal response.)

CHAIRMAN NICOLLELO: All in favor signify by saying aye.

(Whereupon, all members of Rules Committee respond in favor.)

CHAIRMAN NICOLLELO: Those opposed?
(Whereupon, no verbal

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response.)

CHAIRMAN NICOLLELO: Carries
unanimously.

Number 357 is a resolution
authorizing the County Executive to
execute an Inter-municipal agreement with
the Freeport School District. Moved by
Legislator Rhoads, seconded by Legislator
Bynoe. Any debate or discussion?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Hearing none,
all in favor signify by saying aye.

(Whereupon, all members of
Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Number 358 is a
resolution authorizing the County
Executive to execute an Inter-municipal
Agreement between the County and the Town
of Hempstead. Moved by Minority Leader

Abrahams, seconded by Legislator
DeRiggi-Whitton. Any debate or
discussion?

CHAIRMAN NICOLLELO: I see Inspector
Fields. You have been here all day. I
don't know if you want to jump in and say
a word or two.

INSPECTOR FIELD: William Field,
Inspector with Police Department. It's
pretty simple. Just a municipal agreement
between the Town of Hempstead and the
County to have some auxiliary police
vehicles park at the Echo Park location.

CHAIRMAN NICOLLELO: Thank you. Any
debate, a discussion?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Any public
comments?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: All in favor
signify by saying aye.

(Whereupon, all members of

Rules Committee respond in
favor.)

CHAIRMAN NICOLLELO: Those opposed?

(Whereupon, no verbal
response.)

CHAIRMAN NICOLLELO: Carries
unanimously.

Legislator Rhoads makes a motion to
adjourn. Seconded by Legislator Bynoe.
All in favor of adjourning signify by
saying aye.

(Whereupon, all members
respond in favor with aye.)

CHAIRMAN NICOLLELO: We are
adjourned.

(Whereupon, Rules Committee
meeting is adjourned, 3:36
p.m.)

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C E R T I F I C A T E

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

I, KAREN LORENZO, a Notary Public for and
within the State of New York, do hereby
certify:

That the above is a correct transcription
of my stenographic notes.

IN WITNESS WHEREOF, I have hereunto set
my hand this 7th day of November 2022.

Karen Lorenzo
KAREN LORENZO

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