



Certified: --

E-8-23

Filed with the Clerk of the
Nassau County Legislature
January 13, 2023 11:53AM

NIFS ID: CLAT22000015

Capital:

Contract ID #: CQAT17000004

NIFS Entry Date: 11/16/2022

Department: County Attorney

Service: special counsel (bond counsel)

Term: from 08/08/2017 to 08/07/2024

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: Orrick, Herrington & Sutcliffe LLP	ID#: 942952627
Main Address: 51 West 52nd Street New York, NY 10019	
Main Contact: Thomas Myers	
Main Phone: (212) 506-5212	

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, New York 11501
Phone: (516) 571-6083
Email: mnori@nassaucountyny.gov

Contract Summary

Purpose: This is an amendment to a contract with Orrick, Herrington & Sutcliffe LLP ("Counsel") for Bond Counsel services.
Method of Procurement: Contract amendment. See procurement history below.
Procurement History: A Request for Proposals (RFP) for Bond Counsel Services was issued in 2016. In response to the RFP, the County received ten (10) proposals. Of the ten proposers, four were interviewed by members of the County Attorney's Office, the County Treasurer's Office and the Office of Management and Budget. As a result of this process, Counsel was selected by the evaluation committee. Counsel has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$.01 (contingency fee)
Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGEN1100	DE502	ATGEN1100 DE502	04	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Mary Nori	11/21/2022 05:05PM	Approved
NIFS Final Approval	Mary Nori	11/29/2022 10:50AM	Approved
Final Approval	Mary Nori	11/29/2022 10:50AM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	11/29/2022 04:03PM	Approved
RE & Insurance Verification	Andrew Amato	11/29/2022 10:55AM	Approved
NIFS Approval	Mary Nori	11/29/2022 05:13PM	Approved
Final Approval	Mary Nori	11/29/2022 05:13PM	Approved
OMB			
NIFS Approval	Jeff Nogid	11/29/2022 12:02PM	Approved
NIFA Approval	Irfan Qureshi	12/05/2022 11:49AM	Approved
Final Approval	Irfan Qureshi	12/05/2022 11:49AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/06/2022 10:59AM	Approved
DCE Compliance Approval	Robert Cleary	12/27/2022 01:11PM	Approved
Vertical DCE Approval	Arthur Walsh	01/12/2023 02:12PM	Approved
Final Approval	Arthur Walsh	01/12/2023 02:12PM	Approved
Legislative Affairs Review			
Final Approval	Renee Reddy	01/13/2023 10:40AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

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 NASSAU COUNTY ATTORNEY’S OFFICE, AND ORRICK, HERRINGTON & SUTCLIFFE LLP.

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

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

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) **Orrick, Herrington & Sutcliffe LLP** with an office located at 51 West 52nd Street, New York, New York 10019 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT17000004 between the County and Counsel, executed on behalf of the County on August 8, 2017 (the "Original Agreement"), Counsel provides bond counsel and other 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 August 8, 2017 and shall terminate five (5) years thereafter, or August 7, 2022, provided that the County may renew under the same terms and conditions for two (2) additional one (1) year periods (the "Original Term"); and

WHEREAS, the County desires to exercise the two (2) available one (1) year renewal options allowable under the Original Agreement, and amend the Compliance with Law section.

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

1. Term Extension. The County hereby exercises the two (2) additional one (1) year renewal periods, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 7, 2024 (the "Amended Term").

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.

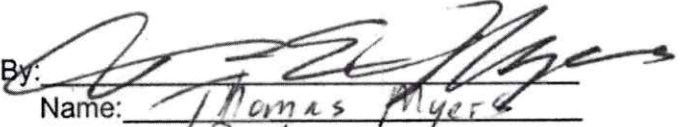
- (f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
 - (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply 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.

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.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 
Name: Thomas Myers
Title: Partner
Date: 3/29/2022

NASSAU COUNTY

By: 
Name: Thomas A. Adams
Title: County Attorney
Date: Nov. 17, 2022

NASSAU COUNTY

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

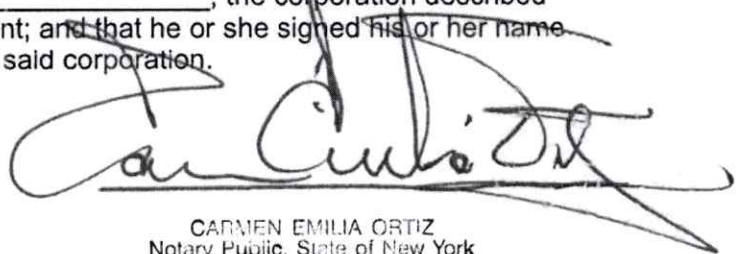
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

COUNTY OF ~~NASSAU~~ ^{NEW YORK})ss.: ^{NY}

On the 29th day of March in the year 2022 before me personally came Thomas M. Lopez to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of _____, 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



CARMEN EMILIA ORTIZ
Notary Public, State of New York
No. 01OR6008573
Qualified in New York County
Certificate Filed in New York County
Commission Expires June 15, 2024

STATE OF NEW YORK)

COUNTY OF NASSAU)

On the 17th day of November in the year 2022 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2023

STATE OF NEW YORK)

COUNTY OF NASSAU)

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

NOTARY PUBLIC



Nassau County Interim Finance Authority

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

1. Vendor: Orrick, Herrington & Sutcliffe LLP

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: 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: 08/08/2017 to 08/07/2024

Has work or services on this contract commenced? Yes

If yes, please explain: this is an amendment to an existing contract

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

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 a contract with Orrick, Herrington & Sutcliffe LLP ("Counsel") for Bond Counsel services.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

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

12/05/2022

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.

Elaine Phillips
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: Orrick, Herrington & Sutcliffe LLP

CONTRACTOR ADDRESS: 51 West 52nd Street, New York, New York 10019

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 ___August 8, 2017___[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 an RFP was issued on June 2, 2016. Ten (10) proposals were received and evaluated. The evaluation committee consisted of members from the County Attorney's Office, the Treasurer's Office and the Office of Management and Budget. Of the ten proposers, four were interviewed by the evaluation committee. As a result of scoring and ranking, the committee selected Orrick, Herrington & Sutcliffe LLP as Bond Counsel.

[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
17 November 2022

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?

Electronically signed and certified at the date and time indicated by:
KJ Cupp [KCUPP@ORRICK.COM]

Dated: 12/08/2022 09:36:15 am

Vendor: Orrick, Herrington & Sutcliffe LLP

Title: Global Head of Tax

Business History Form

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

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

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

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

Date: 04/12/2022

1) Proposer's Legal Name: Orrick, Herrington & Sutcliffe LLP

2) Address of Place of Business: 51 West 52nd Street

City: New York State/Province/
Territory: NY Zip/Postal
Code: 10019

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

--

4) Dun and Bradstreet number: 071870661

5) Federal I.D. Number: 942952627

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

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

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

--

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

YES ☒ NO ☐ If yes, please provide details:

BLX Group LLC is a wholly owned subsidiary

- 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.

Orrick has a dedicated team in place to monitor any new clients or matters that may have conflict with existing clients.

- 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;

08/29/1996

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.

1 File(s) uploaded: Partner Listing.xlsx

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

1 File(s) uploaded: Executive Officers.xlsx

iv) State of incorporation (if applicable);

CA

v) The number of employees in the firm;

2100

vi) Annual revenue of firm;

1100000000

vii) Summary of relevant accomplishments

Orrick is a legal services firm that has provided services for over 100 years. We focus on serving the Technology & Innovation, Energy & Infrastructure and Finance sectors globally. Clients worldwide call on our teams for forward-looking commercial advice on transactions, litigation and compliance matters. We bring distinctive quality, teamwork and value to the table – and innovate in everything we do. Orrick has been a best place to work for the last 7 years.

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

B. Indicate number of years in business.

26

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

Orrick, Herrington & Sutcliffe has been providing legal services for nearly 100 years but has only been incorporated as a CA LLP since 1996.

- 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	Wells Fargo Wealth & Investment Management		
Contact Person	Veronika M. Larot		
Address	420 Montgomery Street		
City	San Francisco	State/Province/Territory	CA
Country	US		
Telephone	(415) 396-8725		
Fax #			
E-Mail Address	veronika.a.larot@wellsfargo.com		

Company	Chase		
Contact Person	Peter Jaeschke		
Address	270 Park Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(415) 418-9698		
Fax #			
E-Mail Address	peter.m.jaeschke@chase.com		

Company	Citi Private Bank		
Contact Person	Adam Knott		
Address	One Sansome Street, 24th Floor		
City	San Francisco	State/Province/Territory	CA
Country	US		
Telephone	(415) 627-6223		
Fax #			
E-Mail Address	adam.knott@citi.com		

I, KJ Cupp , 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, KJ Cupp , 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: Orrick, Herrington & Sutcliffe LLP

Electronically signed and certified at the date and time indicated by:
KJ Cupp KCUPP@ORRICK.COM

Global Head of Tax
Title

12/08/2022
Date

Orrick, Herrington & Sutcliffe LLP
EIN: 94-2952627

Partner Name	Address
Aaronson, David	609 Main Street, 40th floor, Houston, TX 77002-3106
Adams, Charles	3, rue Francois Bellot, 1206 Geneva, Switzerland
Alsey, Simon	107 Cheapside, London, EC2V 6DN, United Kingdom
Amato, Daniel	51 West 52nd Street, NY, NY 10019-6142
Ansbro, John	51 West 52nd Street, NY, NY 10019-6142
Apostle, Julia	61 rue des Belles Feuilles, 75116 Paris, France
Archer, Matthew	609 Main Street, 40th floor, Houston, TX 77002-3106
Askew, Kevin Michael	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Atkinson, Shawn	107 Cheapside, London, EC2V 6DN, United Kingdom
Au, Benjamin	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Ayre, Jonathan S.	609 Main Street, 40th floor, Houston, TX 77002-3106
Bakhru, Samir R.	51 West 52nd Street, NY, NY 10019-6142
Balas, Julia	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Banuelos, Juliano	405 Howard Street, San Francisco, CA 94105-2669
Barbiere, Janet A.	51 West 52nd Street, NY, NY 10019-6142
Bauer, Marc Frederic	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Bautista, John V.	1000 Marsh Road, Menlo Park, CA 94025-1015
Beaman, Gregory Douglas	51 West 52nd Street, NY, NY 10019-6142
Becker, Lily	405 Howard Street, San Francisco, CA 94105-2669
Becking, Laura	51 West 52nd Street, NY, NY 10019-6142
Beeley, Mark	107 Cheapside, London, EC2V 6DN, United Kingdom
Benard, Emmanuel	61 rue des Belles Feuilles, 75116 Paris, France
Benson, Robert J.	2050 Main Street, Suite 1100, Irvine, CA 92614-8255
Bernard, Olivier	61 rue des Belles Feuilles, 75116 Paris, France
Bicks, Peter A.	51 West 52nd Street, NY, NY 10019-6142
Bilton, Gregory	222 Berkeley Street, Suite 2000, Boston, MA 02116
Blonde, Gregory Andrew	1120 NW Couch St. Suite 200, Portland, OR 97209
Bloxham, Laura R.	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Bobrow, Jared	1000 Marsh Road, Menlo Park, CA 94025-1015
Bostwick, Melanie Lynn	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Bouchot, Christina	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Boyne, Victoria K.	51 West 52nd Street, NY, NY 10019-6142
Brennan, Devin Seumas Timothy	405 Howard Street, San Francisco, CA 94105-2669
Brenner, Christoph	Lenbackplatz 6, Munich, Germany 80333
Brewer, Todd	609 Main Street, 40th floor, Houston, TX 77002-3106
Briscoe, Katie Elizabeth	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Bühler, Michael	61 rue des Belles Feuilles, 75116 Paris, France
Cafasso, Darrell	51 West 52nd Street, NY, NY 10019-6142
Calkins, Dustin C.	405 Howard Street, San Francisco, CA 94105-2669
Calvaruso, Joseph A.	51 West 52nd Street, NY, NY 10019-6142
Cantor, Max	51 West 52nd Street, NY, NY 10019-6142
Cardall, Charles C.	405 Howard Street, San Francisco, CA 94105-2669
Caridis, Alyssa Margaret	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Cariello, Christopher Jason	51 West 52nd Street, NY, NY 10019-6142
Casey, Vincent P.	51 West 52nd Street, NY, NY 10019-6142
Catzoela, Christina Iona	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Chan, Tony	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Cherkassky, Caroline	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Chirls, Richard	51 West 52nd Street, NY, NY 10019-6142
Cichostepski, Benjamin	61 rue des Belles Feuilles, 75116 Paris, France
Clark, Harry L.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Clark-Herrera, Eugene H.	405 Howard Street, San Francisco, CA 94105-2669
Cockerham, Scott	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Cohen, Russell Paul	405 Howard Street, San Francisco, CA 94105-2669
Cohen, Spencer Garrett	51 West 52nd Street, NY, NY 10019-6142
Cohn, Peter	1000 Marsh Road, Menlo Park, CA 94025-1015
Cole, Eileen M.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Connell, Erin	405 Howard Street, San Francisco, CA 94105-2669
Connor, James	107 Cheapside, London, EC2V 6DN, United Kingdom
Connors, Peter J.	51 West 52nd Street, NY, NY 10019-6142
Cooper, Brett	405 Howard Street, San Francisco, CA 94105-2669
Cooper, Justin S.	405 Howard Street, San Francisco, CA 94105-2669
Coopersmith, Jeffrey	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097

Cotton, Katie	107 Cheapside, London, EC2V 6DN, United Kingdom
Coyle, Jordan L.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Cullen, William J.	51 West 52nd Street, NY, NY 10019-6142
Dassoﬀ, Glenn	2050 Main Street, Suite 1100, Irvine, CA 92614-8255
D'Aversa Jr., Raniero	51 West 52nd Street, NY, NY 10019-6142
Davies, Mark S.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Davis, Roger L.	405 Howard Street, San Francisco, CA 94105-2669
de Blank, Michael	1000 Marsh Road, Menlo Park, CA 94025-1015
De Nicola, Alessandro	Corso G. Matteotti, 10, Milan 20121, Italy
Deitz, Marcus	609 Main Street, 40th floor, Houston, TX 77002-3106
Delikat, Michael	51 West 52nd Street, NY, NY 10019-6142
Dell'Antonia, Marco	Corso G. Matteotti, 10, Milan 20121, Italy
Dempsey, Karen	405 Howard Street, San Francisco, CA 94105-2669
Dias, Brandon R.	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Direnfeld, Jonathan A.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Donaleski, John	51 West 52nd Street, NY, NY 10019-6142
Drefke, Kyle W.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Dunne, Daniel J.	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Duys, Oliver	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Ehrenpreis, Ellen	1000 Marsh Road, Menlo Park, CA 94025-1015
Eichar, Patricia Lynn	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Elias, Peter	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Elsing, Siegfried H.	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Erskine, Andrew Hadley	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Falls, Craig	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Fang, Niki	405 Howard Street, San Francisco, CA 94105-2669
Faulhaber, Karsten	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Field, Donald S.	2050 Main Street, Suite 1100, Irvine, CA 92614-8255
Finley, Zachary S.	405 Howard Street, San Francisco, CA 94105-2669
Flaherty, Jason D.	405 Howard Street, San Francisco, CA 94105-2669
Foley, Irma	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Foley, William Joseph	51 West 52nd Street, NY, NY 10019-6142
Folley, Simon	107 Cheapside, London, EC2V 6DN, United Kingdom
Forester, Daniel	51 West 52nd Street, NY, NY 10019-6142
Frost, Claudia	609 Main Street, 40th floor, Houston, TX 77002-3106
Fuad, David Peter	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Gabale, Sulina Devdatta	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Galton, Amanda	405 Howard Street, San Francisco, CA 94105-2669
Garko, Sheryl Koval	222 Berkeley Street, Suite 2000, Boston, MA 02116
Gaston, Jessie	61 rue des Belles Feuilles, 75116 Paris, France
Gathright, Bradford	609 Main Street, 40th floor, Houston, TX 77002-3106
Gemello, Matthew	1000 Marsh Road, Menlo Park, CA 94025-1015
Gibbons, Louise Sherman	405 Howard Street, San Francisco, CA 94105-2669
Gist, Preetha P.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Glascok, Thomas B.	405 Howard Street, San Francisco, CA 94105-2669
Glymph, Darrin L.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Goe, Douglas E.	1120 NW Couch St. Suite 200, Portland, OR 97209
Gold, David Alexander	51 West 52nd Street, NY, NY 10019-6142
Golden, Cornelius J.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Goldman, Beth M.	405 Howard Street, San Francisco, CA 94105-2669
Goldwasser, Howard M.	51 West 52nd Street, NY, NY 10019-6142
Goodfriend, Douglas	51 West 52nd Street, NY, NY 10019-6142
Greulich, Sven	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Grew, Christopher A.	107 Cheapside, London, EC2V 6DN, United Kingdom
Griffin, Adam	51 West 52nd Street, NY, NY 10019-6142
Griner, Gregg	222 Berkeley Street, Suite 2000, Boston, MA 02116
Guha, Anik	405 Howard Street, San Francisco, CA 94105-2669
Guidorizzi, Melissa	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Guseynov, Emin	51 West 52nd Street, NY, NY 10019-6142
Haft, William Samuel	51 West 52nd Street, NY, NY 10019-6142
Hagedorn, Kelly	107 Cheapside, London, EC2V 6DN, United Kingdom
Hall, Stephen	222 Berkeley Street, Suite 2000, Boston, MA 02116
Hargrove, James	3, rue Francois Bellot, 1206 Geneva, Switzerland
Harrington, Greg	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Harrington, Seth	222 Berkeley Street, Suite 2000, Boston, MA 02116
Harrison, John Kenneth	405 Howard Street, San Francisco, CA 94105-2669
Harrison, Stacy W.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071

Hatfield, Jacqui	107 Cheapside, London, EC2V 6DN, United Kingdom
Heath, Jacob Marcus	1000 Marsh Road, Menlo Park, CA 94025-1015
Heibel, Gregory W.	1000 Marsh Road, Menlo Park, CA 94025-1015
Heitzler, Eileen B.	51 West 52nd Street, NY, NY 10019-6142
Hellman, Dolph M.	405 Howard Street, San Francisco, CA 94105-2669
Helminger, Robyn	405 Howard Street, San Francisco, CA 94105-2669
Hermle, Lynne C.	1000 Marsh Road, Menlo Park, CA 94025-1015
Higgins, Christopher J.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Hill, Teresa	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Ho, Justin H.	405 Howard Street, San Francisco, CA 94105-2669
Hollander, Evan	51 West 52nd Street, NY, NY 10019-6142
Hosp, David	222 Berkeley Street, Suite 2000, Boston, MA 02116
Houston, Julia	300 West 6th Street, Suite 1850, Austin, TX 78701
Howard, Martin B.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Hsu, Alice	51 West 52nd Street, NY, NY 10019-6142
Hubert, Patrick	61 rue des Belles Feuilles, 75116 Paris, France
Hughes, William	405 Howard Street, San Francisco, CA 94105-2669
Humphrey, Anna	107 Cheapside, London, EC2V 6DN, United Kingdom
Hurst, Annette L.	405 Howard Street, San Francisco, CA 94105-2669
Hyatt, Townsend	1120 NW Couch St. Suite 200, Portland, OR 97209
Istrup, Blake	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Iyama, Scott M.	1000 Marsh Road, Menlo Park, CA 94025-1015
Jackson, Stephen J.	61 rue des Belles Feuilles, 75116 Paris, France
Jacobsen, Richard	51 West 52nd Street, NY, NY 10019-6142
Jensen, Sten	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Jensen, Travis Marc	1000 Marsh Road, Menlo Park, CA 94025-1015
John, Giji	609 Main Street, 40th floor, Houston, TX 77002-3106
Johnson, Jeffrey	609 Main Street, 40th floor, Houston, TX 77002-3106
Johnson, Thora	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Johnson-McKewan, Karen	405 Howard Street, San Francisco, CA 94105-2669
Jones, Katherine Countryman	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Jouffroy, Olivier	61 rue des Belles Feuilles, 75116 Paris, France
Joyce-Schleimer, Jared	51 West 52nd Street, NY, NY 10019-6142
Jurata Jr., John A.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Kane, Lawrence T.	405 Howard Street, San Francisco, CA 94105-2669
Kaplan, Charles	61 rue des Belles Feuilles, 75116 Paris, France
Kashefi, Aria	405 Howard Street, San Francisco, CA 94105-2669
Kay, Anthony	107 Cheapside, London, EC2V 6DN, United Kingdom
Kayes, Jeffrey	405 Howard Street, San Francisco, CA 94105-2669
Kerfant, Anne-Sophie	61 rue des Belles Feuilles, 75116 Paris, France
Kessler, Nicholas	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Kidera, Thomas Nill	51 West 52nd Street, NY, NY 10019-6142
Kim, Daniel S.	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Knoll, Alan M.	51 West 52nd Street, NY, NY 10019-6142
Kowis, Adam	609 Main Street, 40th floor, Houston, TX 77002-3106
Kramer, James Neil	405 Howard Street, San Francisco, CA 94105-2669
Kudon, Jeremy Neil	51 West 52nd Street, NY, NY 10019-6142
Kyle, Jerry	300 West 6th Street, Suite 1850, Austin, TX 78701
Lahnborg, Douglas	107 Cheapside, London, EC2V 6DN, United Kingdom
Lalance, Frederic	61 rue des Belles Feuilles, 75116 Paris, France
Lamb, Peter	1120 NW Couch St. Suite 200, Portland, OR 97209
Lang, Jeremy Jason	1000 Marsh Road, Menlo Park, CA 94025-1015
Lankford, Anderson Cory	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Larkin, James M.	51 West 52nd Street, NY, NY 10019-6142
Larsen, Cynthia J.	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Lawrence, Robert F.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
League, Barbara Jane	609 Main Street, 40th floor, Houston, TX 77002-3106
Lee, Betsy Wang	405 Howard Street, San Francisco, CA 94105-2669
Lee, Jennifer Christine	405 Howard Street, San Francisco, CA 94105-2669
Lee, Young J.	51 West 52nd Street, NY, NY 10019-6142
Lepage, Yves	61 rue des Belles Feuilles, 75116 Paris, France
Lepretre, Jean-Michel	61 rue des Belles Feuilles, 75116 Paris, France
LeQuang, Khai	2050 Main Street, Suite 1100, Irvine, CA 92614-8255
Levin, Barry S.	405 Howard Street, San Francisco, CA 94105-2669
Liborio, Vanessa	3, rue Francois Bellot, 1206 Geneva, Switzerland
Liburt, Joseph C.	1000 Marsh Road, Menlo Park, CA 94025-1015
Lin, David	405 Howard Street, San Francisco, CA 94105-2669

Litterine-Kaufman, David	51 West 52nd Street, NY, NY 10019-6142
Livingston, Andrew R.	405 Howard Street, San Francisco, CA 94105-2669
Loeb, Robert	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Lopez, Daniel Christian	405 Howard Street, San Francisco, CA 94105-2669
Lui, Catherine Yun-Shan	405 Howard Street, San Francisco, CA 94105-2669
Lukins, Ed	107 Cheapside, London, EC2V 6DN, United Kingdom
Lupion, Lisa Bari	51 West 52nd Street, NY, NY 10019-6142
Lyon, Carl F.	51 West 52nd Street, NY, NY 10019-6142
Ma, Yufeng Ethan	4703 Park Place, 1601 Nanjing Road West, Shanghai, 200040, Peoples Republic of China
Maccio, Christina Ponig	609 Main Street, 40th floor, Houston, TX 77002-3106
Magan, Virginia C.	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Malik, Christine Anne	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Malvey, Steven C.	405 Howard Street, San Francisco, CA 94105-2669
Marraud des Grottes, Alexis	61 rue des Belles Feuilles, 75116 Paris, France
Martel, Jean-Pierre	61 rue des Belles Feuilles, 75116 Paris, France
Martinelli, Richard	51 West 52nd Street, NY, NY 10019-6142
Mathews, Daniel A.	51 West 52nd Street, NY, NY 10019-6142
Mathews, Nikiforos	51 West 52nd Street, NY, NY 10019-6142
Mazzilli, Attilio	Corso G. Matteotti, 10, Milan 20121, Italy
McCarthy, Christine A.	1000 Marsh Road, Menlo Park, CA 94025-1015
McDuffie, Colleen	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
McGill, David	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
McGowen, Lorraine S.	51 West 52nd Street, NY, NY 10019-6142
McGuinness, Jeanine	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
McKenna, Robert M.	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
McQuade, J. H.	51 West 52nd Street, NY, NY 10019-6142
Meal, Doug	222 Berkeley Street, Suite 2000, Boston, MA 02116
Messina, Patrizio	Piazza della Croce Rossa, 2c, Rome 00161, Italy
Metzger, Laura D.	51 West 52nd Street, NY, NY 10019-6142
Milling Jr., R. King	51 West 52nd Street, NY, NY 10019-6142
Mingrone, Denise M.	1000 Marsh Road, Menlo Park, CA 94025-1015
Mitchell, Michael H.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Mitchell, Thomas C.	405 Howard Street, San Francisco, CA 94105-2669
Mogilevich, Mariya	51 West 52nd Street, NY, NY 10019-6142
Molinski, William A.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Monsour, Franklin	51 West 52nd Street, NY, NY 10019-6142
Montella, Carlo	Corso G. Matteotti, 10, Milan 20121, Italy
Moore, Christopher J.	51 West 52nd Street, NY, NY 10019-6142
Moore, Jamie	107 Cheapside, London, EC2V 6DN, United Kingdom
Moore, Richard J.	405 Howard Street, San Francisco, CA 94105-2669
Moran, Brian Thomas	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Morris, Andrew	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Moses, Matthew Jason	51 West 52nd Street, NY, NY 10019-6142
Moulton, Elizabeth Rose	405 Howard Street, San Francisco, CA 94105-2669
Moyle, Robert B.	51 West 52nd Street, NY, NY 10019-6142
Murray, Anne E.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Mushkin, Mark	51 West 52nd Street, NY, NY 10019-6142
Myers, Thomas E.	51 West 52nd Street, NY, NY 10019-6142
Narducci, John	51 West 52nd Street, NY, NY 10019-6142
Naumoff, Mitchell	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Nayak, Sushila	107 Cheapside, London, EC2V 6DN, United Kingdom
Neuringer, Matthew E	51 West 52nd Street, NY, NY 10019-6142
Nolting-Hauff, Wilhelm	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
O'Donnell, Michael J.	1000 Marsh Road, Menlo Park, CA 94025-1015
Olleon, Laurent	61 rue des Belles Feuilles, 75116 Paris, France
Oloko, Bola	51 West 52nd Street, NY, NY 10019-6142
Oswald, Edwin G.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Oxley, William W.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Padgett, Amy D.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Padgett, Zachary Taylor	1120 NW Couch St. Suite 200, Portland, OR 97209
Palmer, John Maxwell	405 Howard Street, San Francisco, CA 94105-2669
Park, SeoJung	1000 Marsh Road, Menlo Park, CA 94025-1015
Parr, Robert	222 Berkeley Street, Suite 2000, Boston, MA 02116
Parris, Mark S.	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Patterson, Adrian	609 Main Street, 40th floor, Houston, TX 77002-3106
Perkins, Joseph	1000 Marsh Road, Menlo Park, CA 94025-1015
Perl, Yael	1000 Marsh Road, Menlo Park, CA 94025-1015

Perry, Jessica R.	1000 Marsh Road, Menlo Park, CA 94025-1015
Perry, Randolph E.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Phillips, Renee B.	51 West 52nd Street, NY, NY 10019-6142
Philp, Jeffrey Carl	51 West 52nd Street, NY, NY 10019-6142
Pohl, Wolfram Sebastian	405 Howard Street, San Francisco, CA 94105-2669
Pollick, Joshua Russell	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Puzella, Mark	222 Berkeley Street, Suite 2000, Boston, MA 02116
Radecki, Alison J.	51 West 52nd Street, NY, NY 10019-6142
Raman, Hari	405 Howard Street, San Francisco, CA 94105-2669
Rasmussen, Garret G.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Ray, Amy	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Recht, Leah	405 Howard Street, San Francisco, CA 94105-2669
Reynolds, Christine E.	1120 NW Couch St. Suite 200, Portland, OR 97209
Rhinesmith, David E.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Riechert, Julia Collins	1000 Marsh Road, Menlo Park, CA 94025-1015
Rigo, George T.	61 rue des Belles Feuilles, 75116 Paris, France
Ritter, Joerg	Lenbackplatz 6, Munich, 800333 Germany
Roberts, Clement	405 Howard Street, San Francisco, CA 94105-2669
Roche, Kevin	51 West 52nd Street, NY, NY 10019-6142
Rödter, Christoph	Lenbackplatz 6, Munich, 800333 Germany
Roger, Joseph P.	609 Main Street, 40th floor, Houston, TX 77002-3106
Roheim, Jonathan	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Rohling Kelly, Meghan	51 West 52nd Street, NY, NY 10019-6142
Rosen, Bradley J.	51 West 52nd Street, NY, NY 10019-6142
Rosen, Jonathan	107 Cheapside, London, EC2V 6DN, United Kingdom
Rosenberg, Jill L.	51 West 52nd Street, NY, NY 10019-6142
Rosenkranz, E. Joshua	51 West 52nd Street, NY, NY 10019-6142
Ross, Adam	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Routh, Steven J	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Rubens, Daniel Adam	51 West 52nd Street, NY, NY 10019-6142
Rubin, Aaron Michael	2050 Main Street, Suite 1100, Irvine, CA 92614-8255
Ruff, David Michael	51 West 52nd Street, NY, NY 10019-6142
Rugani, Paul F.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Rutowski, Diana M.	1000 Marsh Road, Menlo Park, CA 94025-1015
Sachdev, Rohit	405 Howard Street, San Francisco, CA 94105-2669
Samadi, Faraaz	107 Cheapside, London, EC2V 6DN, United Kingdom
Sandhu, Ravinder	107 Cheapside, London, EC2V 6DN, United Kingdom
Santiesteban, Joseph Carlos	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Sanzari, Leah P.	51 West 52nd Street, NY, NY 10019-6142
Sarumida, Hiroshi	51 West 52nd Street, NY, NY 10019-6142
Sawyers, Al B.	51 West 52nd Street, NY, NY 10019-6142
Schaedler, Sarah	405 Howard Street, San Francisco, CA 94105-2669
Schmid, Thomas	Lenbackplatz 6, Munich, 800333 Germany
Schrader, Michael Elmer	1120 NW Couch St. Suite 200, Portland, OR 97209
Schroder, Christian	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Schulman, David	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Schultes-Schnitzlein, Stefan	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Schwartz, David	51 West 52nd Street, NY, NY 10019-6142
Scotten, Naomi J.	51 West 52nd Street, NY, NY 10019-6142
Seegal, John F.	405 Howard Street, San Francisco, CA 94105-2669
Seeger, Kristin Dyane	405 Howard Street, San Francisco, CA 94105-2669
Seneca, Mark W.	1000 Marsh Road, Menlo Park, CA 94025-1015
Shaffer, Nathan Daniel	405 Howard Street, San Francisco, CA 94105-2669
Shapiro, Marc Robert	51 West 52nd Street, NY, NY 10019-6142
Sherman, Leslie E.	405 Howard Street, San Francisco, CA 94105-2669
Shin, Jeannie	405 Howard Street, San Francisco, CA 94105-2669
Shumsky, Eric A.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Shwartz, Robert S.	405 Howard Street, San Francisco, CA 94105-2669
Shweiky, Ramy Khaled	405 Howard Street, San Francisco, CA 94105-2669
Silverman, Andrew David	51 West 52nd Street, NY, NY 10019-6142
Simons, Albert	51 West 52nd Street, NY, NY 10019-6142
Simons, Caroline	222 Berkeley Street, Suite 2000, Boston, MA 02116
Simpson, Lisa Toth	51 West 52nd Street, NY, NY 10019-6142
Singer, Guy David	51 West 52nd Street, NY, NY 10019-6142
Smith, Richard Vernon	405 Howard Street, San Francisco, CA 94105-2669
Sobel, Larry D.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Solomon, Shana	222 Berkeley Street, Suite 2000, Boston, MA 02116

Spitz, Stephen A.	405 Howard Street, San Francisco, CA 94105-2669
Stanley, John F.	405 Howard Street, San Francisco, CA 94105-2669
Stathopoulos, Alexandra Helen	405 Howard Street, San Francisco, CA 94105-2669
Steiner, Ylan	107 Cheapside, London, EC2V 6DN, United Kingdom
Stengel, James L.	51 West 52nd Street, NY, NY 10019-6142
Stephens, Amanda V.	609 Main Street, 40th floor, Houston, TX 77002-3106
Stephens, Eric Martin	405 Howard Street, San Francisco, CA 94105-2669
Stergoulis, Evan	107 Cheapside, London, EC2V 6DN, United Kingdom
Stute, Will	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Sugden, Peter	107 Cheapside, London, EC2V 6DN, United Kingdom
Sullivan, Michael	405 Howard Street, San Francisco, CA 94105-2669
Sun, Jeffrey	4703 Park Place, 1601 Nanjing Road West, Shanghai, 200040, Peoples Republic of China
Sussman, Heather	222 Berkeley Street, Suite 2000, Boston, MA 02116
Swaminathan, Aravind	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Tabatabai, Emily	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Talarides, Alexander K.	405 Howard Street, San Francisco, CA 94105-2669
Talukder, Gargi	405 Howard Street, San Francisco, CA 94105-2669
Tardivy, Patrick	61 rue des Belles Feuilles, 75116 Paris, France
Testa, Guido	Corso G. Matteotti, 10, Milan 20121, Italy
Thau, Stephen	51 West 52nd Street, NY, NY 10019-6142
Thompson, Dahl	609 Main Street, 40th floor, Houston, TX 77002-3106
Tierney, James J.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Tohidi, Ramin	405 Howard Street, San Francisco, CA 94105-2669
Tonery, Lisa	51 West 52nd Street, NY, NY 10019-6142
Torpey, Michael D.	405 Howard Street, San Francisco, CA 94105-2669
Totten, Julie A.	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Touraine, Hervé	3, rue Francois Bellot, 1206 Geneva, Switzerland
Uriarte, Robert Luis	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Urwitz, Joseph	222 Berkeley Street, Suite 2000, Boston, MA 02116
Van Zant, Amy	1000 Marsh Road, Menlo Park, CA 94025-1015
Vanderlaan, Albert William	222 Berkeley Street, Suite 2000, Boston, MA 02116
Vejnoska, L. Christopher	405 Howard Street, San Francisco, CA 94105-2669
Venuto, Stephen J.	1000 Marsh Road, Menlo Park, CA 94025-1015
Victor, Bryan D.	400 Capital Mall, 30th Floor, Sacramento, CA 95814-4497
Visser, Michelle	405 Howard Street, San Francisco, CA 94105-2669
Vivekananda, Skanthan	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Vu, Hoang	609 Main Street, 40th floor, Houston, TX 77002-3106
Vuillod, Olivier	61 rue des Belles Feuilles, 75116 Paris, France
Walker, Joseph	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Wall, Eric	405 Howard Street, San Francisco, CA 94105-2669
Walsh, Amy	51 West 52nd Street, NY, NY 10019-6142
Walsh, Gerard J.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Walsh, Nicole S.	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Walter, Ashley	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Wang, John Y.	405 Howard Street, San Francisco, CA 94105-2669
Wang, Xiang	5701 China World Tower A, No1 Jianguomenwai Avenue, Beijing, 100004, Peoples Republic of China
Ward, Scott	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Wayte, Daniel	107 Cheapside, London, EC2V 6DN, United Kingdom
Weinheimer, Stefan	Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
Weitzel, Mark P.	405 Howard Street, San Francisco, CA 94105-2669
Wenner, Adam	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
Wiesner, Michael Jon	405 Howard Street, San Francisco, CA 94105-2669
Willis, Simon	107 Cheapside, London, EC2V 6DN, United Kingdom
Winburne, Blake	609 Main Street, 40th floor, Houston, TX 77002-3106
Witte, Rick	609 Main Street, 40th floor, Houston, TX 77002-3106
Wolf, George G.	405 Howard Street, San Francisco, CA 94105-2669
Wolfe, John	701 5th Avenue, Suite 5600, Seattle, WA 98104-7097
Wolk, Neil T.	51 West 52nd Street, NY, NY 10019-6142
Wooten, Ryan C.	609 Main Street, 40th floor, Houston, TX 77002-3106
Yang, Michael Y.	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Yavorsky, Shannon	405 Howard Street, San Francisco, CA 94105-2669
Yi, Justin	631 Wilshire Blvd, Suite 2-C, Santa Monica, CA 90401
Yost, Daniel K.	1000 Marsh Road, Menlo Park, CA 94025-1015
Yu, Harold M.	1000 Marsh Road, Menlo Park, CA 94025-1015
Yu, Jason K.	1000 Marsh Road, Menlo Park, CA 94025-1015
Yue, SueAnn	355 S. Grand Ave., Suite 2700, Los Angeles, CA 90071
Zane, Elizabeth K.	Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706

Zarnowiecki, Andrew P.
Zhang, Jingsong
Zimmermann, André
Zuklie, Mitchell

Columbia Center, 1152 15th Street N.W., Washington, D.C. 20005-1706
5701 China World Tower A, No1 Jianguomenwai Avenue, Beijing, 100004, Peoples Republic of China
Heinrick-Heine-Allee 12, Dusseldorf, 40213 Germany
1000 Marsh Road, Menlo Park, CA 94025-1015

Orrick, Herrington & Sutcliffe LLP
EIN: 94-2952627

Executives

Laura Saklad Chief Operating Officer
405 Howard Street
San Francisco, CA 94105-2669

David Fries Chief Financial Officer
51 West 52nd Street
New York, NY 10019-6142

Mitchell Zuklie Chief Executive Officer
1000 Marsh Road
Menlo Park, CA 94025-1015

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: Thomas Myers
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: [REDACTED]
Business Address: 51 West 52nd Street
City: New York State/Province/Territory: NY Zip/Postal Code: 10019
Country: US
Telephone: 2125065212
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>06/30/2000</u>
Vice President	_____		
(Other)	_____		

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

I am a partner in Orrick, Herrington & Sutcliffe LLP and have invested capital into the partnership.

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?

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, Thomas Myers , 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, Thomas Myers , 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.

Orrick, Herrington & Sutcliffe LLP

Name of submitting business

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

Thomas Myers TMYERS@ORRICK.COM

Partner

Title

10/28/2022 08:09:35 am

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Orrick, Herrington & Sutcliffe LLP

Address: 51 West 52nd Street

City: New York State/Province/Territory: NY Zip/Postal Code: 10019

Country: US

2. Entity's Vendor Identification Number: 94-2952627

3. Type of Business: Partnership (specify) _____

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

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.

2 File(s) uploaded: BHF attachment 1 Partner Listing.pdf, Partner Listing.xlsx

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

None

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

Are there lobbyists involved in this matter?

YES [] NO [X]

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

--

(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:

KJ Cupp [KCUPP@ORRICK.COM]

Dated: 12/08/2022 09:43:10 am

Title: Global Head of Tax

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 but 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.

Cleary, Robert

From: Nori, Mary
Sent: Friday, December 23, 2022 2:34 PM
To: Cleary, Robert
Cc: Levey, Andrew
Subject: FW: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

See below.

Mary J. Nori

Assistant County Attorney
Director, Internship/Externship and CLE Programs
Office of the Nassau County Attorney
Municipal Transactions Bureau
One West Street
Mineola, New York 11501
516-571-6083
mnori@nassaucountyny.gov



The Office of the Nassau County Attorney has been certified by the New York State Continuing Legal Education Board as an Accredited Provider of continuing legal education.

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be an attorney/client communication and, if so, is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including any attachments).

From: Cupp, KJ <kcupp@orrick.com>
Sent: Friday, December 23, 2022 2:33 PM
To: Nori, Mary <mnori@nassaucountyny.gov>
Subject: RE: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Mary,

I hope everyone is feeling better.

All partners of Orrick can sign documents and bind the firm including disclosures. It is expected of partners that are involved with the client to sign any disclosures since we have so many partners across the globe. Mr. Myers is the Senior Partner on the Nassau County engagement.

Unless we can have a paper questionnaire, I do not think I can expect to have the Firm's CEO/Chairman create a user account and then complete the questionnaire. We do not have any other client including the Federal Government that requires this level of compliance.

Please let me know if there is anything that I can do.


KJ

K. J. Cupp, MPA, CPA

Global Head of Tax/Payroll/Partner Distributions

Pronouns: she/her/hers

Orrick

Wheeling 

T +1-304-231-2572

Global Operations and Innovation Center

2121 Main Street

Wheeling, WV 26003

kcupp@orrick.com



From: Nori, Mary <mnori@nassaucountyny.gov>

Sent: Friday, December 23, 2022 2:18 PM

To: Cupp, KJ <kcupp@orrick.com>

Subject: FW: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

This message originated from outside your organization

Trying again lol.

Mary J. Nori

Assistant County Attorney

Director, Internship/Externship and CLE Programs

Office of the Nassau County Attorney

Municipal Transactions Bureau

One West Street

Mineola, New York 11501
516-571-6083
mnori@nassaucountyny.gov



The Office of the Nassau County Attorney has been certified by the New York State Continuing Legal Education Board as an Accredited Provider of continuing legal education.

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be an attorney/client communication and, if so, is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including any attachments).

From: Nori, Mary
Sent: Friday, December 23, 2022 2:18 PM
To: kcupp@orrick
Subject: RE: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

I have been home dealing with sick kids for two weeks but wanted to follow up because compliance is following up with me. Please see below.

Mary J. Nori

Assistant County Attorney
Director, Internship/Externship and CLE Programs
Office of the Nassau County Attorney
Municipal Transactions Bureau
One West Street
Mineola, New York 11501
516-571-6083
mnori@nassaucountyny.gov



The Office of the Nassau County Attorney has been certified by the New York State Continuing Legal Education Board as an Accredited Provider of continuing legal education.

NOTICE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be an attorney/client communication and, if so, is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If

you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including any attachments).

From: Nori, Mary
Sent: Monday, December 12, 2022 1:49 PM
To: kcupp@orrick
Subject: Fwd: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

Sent from my iPhone

Begin forwarded message:

From: "Cleary, Robert" <RCleary@nassaucountyny.gov>
Date: December 12, 2022 at 1:00:35 PM EST
To: "Nori, Mary" <mnori@nassaucountyny.gov>
Cc: "Levey, Andrew" <ALevey@nassaucountyny.gov>
Subject: RE: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

Hi Mary,

I've reviewed the updated disclosures. My only question is the one below re T. Myers. Is there a managing or senior partner we can get a PQ from, or is Mr. Myers in such a position?

Thanks,

Robert

From: Cleary, Robert
Sent: Tuesday, December 6, 2022 5:03 PM
To: Nori, Mary <mnori@nassaucountyny.gov>
Cc: Levey, Andrew <ALevey@nassaucountyny.gov>
Subject: ECRS CLAT22000015 / Orrick, Herrington & Sutcliffe LLP

Hi Mary,

Except for the PQ, the disclosures are certified by KJ Cupp using DMCLENDON@ORRICK.COM. Either D. McLendon must certify these using this account (which would be fine), or another individual must do so using their own account. At present the only other account is held by Partner T. Myers. If KJ Cupp or anyone else needs an account we can create one for them.

Also, re T. Myers' PQ, is he a regional managing or senior partner? For law firms we need PQs per one of the following:

1. At least one PQ from the managing or senior partner(s) related to our contract
2. All partners if there are no managing or senior partners

3. All officers of the firm

In this case there are many partners, so it should be option 1 or 3.

Thanks,

Robert

Robert Cleary
Chief Procurement and Compliance Officer
Nassau County
One West Street
Mineola, NY 11501
(516) 571-1939
rcleary@nassaucountyny.gov

NOTICE TO RECIPIENT | This e-mail is meant for only the intended recipient of the transmission, and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message from your system. Thank you in advance for your cooperation.

For more information about Orrick, please visit <http://www.orrick.com>.

In the course of our business relationship, we may collect, store and transfer information about you. Please see our privacy policy at <https://www.orrick.com/Privacy-Policy> to learn about how we use this information.

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) Orrick, Herrington & Sutcliffe LLP, with an office located at 51 West 52nd Street, New York, New York 10019 ("Counsel" or "Contractor").

W I T N E S S E T H:

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 the Effective Date and shall terminate five (5) years thereafter, 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 two (2) additional one (1) year periods.
2. Services. The services to be provided by Counsel under this Agreement shall include, but not be limited to, the following:
 - (a) providing customary bond counsel services in connection with tax-exempt and taxable, new money and refunding general obligation bond and note issuances, including, but not limited to: (i) participation in the negotiation and drafting of agreements with respect to such bonds and notes, (ii) advice to, and consultation with, representatives of the County concerning such bonds and notes, (iii) preparation of official statements, offering circulars and/or other disclosure documents, purchase contracts, resolutions, annual information statements or other documents relating to such issuances, as required or necessary, (iv) capital projects review, and/or (v) issuance of unqualified approving opinions and tax opinions;
 - (b) providing legal advice and assistance to the County in connection with bond and note issuances by the Nassau County Interim Finance Authority ("NIFA"), NIFA oversight and related matters;
 - (c) providing legal advice and assistance regarding tax matters relative to the issuance of obligations and opinions;
 - (d) providing legal advice and assistance regarding (i) sewer and storm water resources facilities financings, (ii) health facilities financings and related matters, (iii) tobacco settlement revenues financings and related matters, (iv) the use of adjustable, variable rate or zero coupon bonds, (v) interest rate exchange agreements or other derivatives (to the extent that the County can utilize such products), (vi) credit enhancement and liquidity in connection with financings, (vii) asset-backed transactions, (viii) equipment

leasing, (ix) financings by issuers related to the County, (x) development of new or alternative financing programs, and (xi) general municipal finance and other municipal matters;

- (e) providing legal advice and assistance regarding legislation and related legislative matters;
- (f) providing legal advice and assistance regarding arbitrage rebate, private activity limitations, continuing disclosure and other regulatory matters; and
- (g) seeking, on behalf of the County, any necessary opinions, letter rulings or other documentation from the Internal Revenue Service or other bodies.

3. Payment. (a) Amount of Consideration. (1) The County shall pay, and the Contractor shall accept as payment for Services, the rates specified below, subject to the availability of funds for this Agreement following approval by the Department and encumbrance by the County Comptroller. The County shall not be liable for payment of any amounts which have not been approved by the Department and encumbered for this Agreement by the County Comptroller.

(i) Single year bond anticipation notes: \$2,500 base fee plus 35 cents per \$1,000 of par amount of notes over \$4,000,000.

(ii) Tax anticipation and revenue anticipation notes: \$500 base fee plus 35 cents per \$1,000 for the first \$10,000,000 of par amount of notes; 30 cents per \$1,000 for the next \$30,000,000 of par amount of notes; and 20 cents per \$1,000 of par amount of notes thereafter.

(iii) Bond issues (public sale): \$3,500 base fee plus 55 cents per \$1,000 of par amount of bonds. The following charges are added to fees for standard, publicly-sold competitive bond issues: \$300 for insurance/credit enhancement negotiation/review of documents. Further, the County shall pay Counsel an hourly rate of \$300 for time expended in connection with specialized documents, conferences and other matters relating to an issue, if any, approved in advance by the County. This shall not be generally applicable to standard, competitively-bid general obligation bond issues.

(iv) Bond issues (negotiated or private sale): The same fee schedule set forth in (iii) above shall apply for bond issues sold at negotiated or private sale, except that the base fee for refunding bonds shall be \$5,000. There shall be added an hourly rate of \$300 for time expended in connection with specialized documents, conferences and other matters relating to such issues, if any, approved in advance by the County.

(v) Disclosure documents: For preparation of the disclosure documents for the County, Counsel shall be paid an hourly rate of \$300.

(vi) Hourly fees: The County shall pay fees for services of attorneys other than in connection with bond and note issuances and for services performed by Counsel's subsidiary, BLX Group, at an hourly rate of \$300.

Notwithstanding the foregoing, for County bond and note issuances sold to the New York State Environmental Facilities Corporation, including short-term financings, fees paid to Counsel shall be 25% less than those specified in (i) through (iv) above. The County shall not pay or reimburse any sale or closing charges, per-bond printing charges, consolidating fees, DTC-related expenses, telephone, postage, telex, computer, paralegal, secretarial, copying, word-processing, e-mail, overnight delivery,

or any other fees or expenses not specified herein.

(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) 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.

(e) 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"), (i) be deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

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

regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or

employee, without the County's prior written consent.

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

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

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

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

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

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

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

coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement

for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) 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.

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

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 
Name: Thomas E. Myers
Title: Partner
Date: 1/13/17

NASSAU COUNTY

By: 
Name: Charles Abando
Title: County Executive
☒ Deputy County Executive
Date: 8/8/17

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

by authority of the board of directors of said corporation.

Erkelt Solun

Certificate Filed in New York County
Commission Expires October 15, 20__

COUNTY OF NASSAU)

name thereto pursuant to section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Commission Expires February 18, 1999

2019

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 arbitrator's 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.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Michell Zuklie

Business: 405 Howard Street San Francisco, CA 94105 (Address)
415-773- 9680 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder XX 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 by the Proposer/Bidder, describe below:

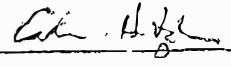
Orrick was assessed by the City and County of San Francisco in a dispute related to the provision of healthcare benefits to its employees. The matter has been settled.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has XX has not been commenced against or relating to the Proposer/Bidder 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. Proposer/Bidder 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.

Dated June 21, 2016
Signature of Director

Eileen B. Heitzler 
Name of Director

Sworn to before me this

22 day of June, 2016


Notary Public

ELIZABETH SOLANO
Notary Public, State of New York
No. 01JO4973240
Qualified in Kings County
Certificate Filed in New York County 18
Commission Expires October 15, 2018

MICHAEL C. PULTZER
CLERK OF THE LEGISLATOR



PHONE: 516 571-4252
FAX: 516 571-4217

NASSAU COUNTY LEGISLATURE
1550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

August 21, 2017

Orrick, Herrington and Sutcliffe, LLP
Attn.: Thomas E. Myers, Esq.
51 West 52nd Street
New York, NY 10019

Re: Contract # CQAT17000004 \$0.01

Dear Mr. Myers,

Enclosed please find a copy of an executed agreement concerning services rendered for the Nassau County Office of the County Attorney.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

Michael C. Pulitzer
Clerk of the Nassau County Legislature

MCP/dmo

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Lic # OG11911 201 Mission St 11th Fl San Francisco, CA 94105		CONTACT NAME: Avonni McCreary PHONE (A/C, No, Ext): 628 201-9001 FAX (A/C, No): E-MAIL ADDRESS: avonni.mccreary@usi.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Great Northern Insurance Company 20303	
INSURED Orrick, Herrington & Sutcliffe, LLP 405 Howard Street San Francisco, CA 94105		INSURER B : Federal Insurance Company 20281	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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 INSR	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 <input checked="" type="checkbox"/> Host Liquor Included <input checked="" type="checkbox"/> Ind. Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35821151	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			74996569	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$ 0			79820023	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

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

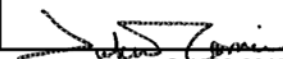
Nassau County is named as additional insured as it relates to general & auto liability in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County
1 West Street
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



© 1988-2015 ACORD CORPORATION. All rights reserved.

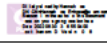


CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Orrick, Herrington & Sutcliffe, LLP 405 HOWARD STREET</p> <p>SAN FRANCISCO, CA 94105</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>304 231 2546</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>[REDACTED]</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County 1 West Street Mineola, NY 11501</p>	<p>3a. Name of Insurance Carrier</p> <p>First Unum Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>569102</p> <p>3c. Policy effective period</p> <p>08/30/2022 to 08/30/2023</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/30/2022 By Hannah Poe 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Hannah Poe, DBL Specialist

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

<p align="center">State of New York Workers' Compensation Board</p> <p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.</p> <p>Date Signed _____ By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)</p> <p>Telephone Number _____ Name and Title _____</p>	
--	--

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB 120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2022

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED ORRICK, HERRINGTON & SUTCLIFFE LLP THE ORRICK BUILDING 405 HOWARD STREET SAN FRANCISCO, CA 94105-2669	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Chubb Indemnity Insurance Co	
	INSURER B: N/A	
	INSURER C: N/A	
	INSURER D: N/A	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

SEA-003309051-19

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71756264	10/01/2022	10/01/2023	X PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				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)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

County of Nassau
One West Street
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

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2022

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME Raquel Idefonzo PHONE (A/C, No, Ext) 415-743-8000 / 8475 FAX (A/C, No) E-MAIL ADDRESS Raquel.Idefonzo@Marsh.com
CN103184850--E&O1-22-23	INSURER(S) AFFORDING COVERAGE INSURER A Lexington Insurance Company INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED ORRICK, HERRINGTON & SUTCLIFFE, LLP THE ORRICK BUILDING 405 HOWARD STREET SAN FRANCISCO, CA 94105-2669	NAIC # 19437

COVERAGES

CERTIFICATE NUMBER:

SEA-003874946-01

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y N / A						PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	LAWYERS PROFESSIONAL LIABILITY			011429208	04/15/2022	04/15/2023	LIMIT OF LIABILITY: 25,000,000 RETENTION: 4,000,000

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

RE: EVIDENCE OF PROFESSIONAL LIABILITY INSURANCE

|||||| TO WHOM IT MAY CONCERN ||||||

CERTIFICATE HOLDER

NASSAU COUNTY
1 WEST STREET
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.



**COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY**

TO: Robert Cleary
Director of Procurement Compliance

FROM: Mary J. Nori
Assistant County Attorney

DATE: November 17, 2022

SUBJECT: Delay Memo – Orrick, Herrington & Sutcliffe LLP - Amendment to
CQAT17000004

This memo will explain the delay in the processing of Amendment 1 to a contract between the County and the firm Orrick, Herrington & Sutcliffe LLP ("Orrick" or "Counsel"). Orrick provides bond counsel to the County.

This amendment was assigned on March 3, 2022, with amendment 1 drafted and sent to Counsel on March 11, 2022. Counsel signed and returned the amendment on March 29, 2022. This amendment seeks to extend the term of the original contract for the remaining two years. The amendment process was started well in advance of the expiration date. Numerous emails and telephone calls were made to Counsel over the months that followed to urge their completion of the vendor disclosures. The final disclosure was completed on October 20, 2022; however, their professional liability was missing as well as the endorsement on the commercial general certificate of insurance. Once those two remaining items were addressed, we packaged this amendment and began routing for all County approvals.

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

A handwritten signature in cursive script that reads "Mary J. Nori".

MARY J. NORI
Assistant County Attorney