



Certified: --

E-28-23

Filed with the Clerk of the
Nassau County Legislature
March 20, 2023 12:13PM

NIFS ID: CQAT22000020

Capital:

Contract ID #: CQAT22000020

NIFS Entry Date: 12/13/2022

Department: County Attorney

Service: special counsel to Board of Ethics

Term: from 11/01/2022 to 10/31/2027

Contract Delayed: X

Slip Type: New		
CRP:		
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: Leventhal Mullaney & Blinkoff, LLP DBA: Leventhal Mullaney & Blinkoff, LLP	ID#: 113547627
Main Address: 15 Remsen Ave Roslyn, NY 11576	
Main Contact: Cristina Goncalves	
Main Phone: (516) 484-5440	

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

Contract Summary

Purpose: This is a new contract with special counsel the firm of Leventhal, Mullaney & Blinkoff, LLP ("Leventhal" or "Counsel"), chosen following a Request for Proposals ("RFP") to provide services as general counsel to the Nassau County Board of Ethics ("Ethics Board").
Method of Procurement: The contract was entered into after a written RFP was issued on October 12, 2021. Potential proposers were made aware of the availability of the RFP by advertisement, inter alia, in Newsday, the County website and NYSCR. Proposals were due on November 15, 2021. Three (3) proposals were received and evaluated. The evaluation committee, consisting of three (3) members of the Ethics Board, scored and ranked the proposals and ultimately selected Counsel.
Procurement History: See above.
Description of General Provisions: To provide services as Counsel to the Ethics Board.
Impact on Funding / Price Analysis: n/a - this is a new contract
Change in Contract from Prior Procurement: The maximum amount of this five-year contract shall be \$275,000 with an initial

encumbrance of \$55,000.

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	01	\$55,000.00
						TOTAL		\$55,000.00

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$55,000.00
		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$55,000.00

Routing Slip

Department			
NIFS Entry	Mary Nori	12/13/2022 12:38PM	Approved
NIFS Final Approval	Mary Nori	12/13/2022 12:40PM	Approved
Final Approval	Mary Nori	12/13/2022 12:40PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	12/15/2022 12:41PM	Approved
RE & Insurance Verification	Andrew Amato	12/13/2022 02:27PM	Approved
NIFS Approval	Mary Nori	12/15/2022 01:15PM	Approved
Final Approval	Mary Nori	12/15/2022 01:15PM	Approved
OMB			
NIFS Approval	Jeff Nogid	12/13/2022 02:06PM	Approved
NIFA Approval	Irfan Qureshi	12/23/2022 11:46AM	Approved
Final Approval	Irfan Qureshi	12/23/2022 11:46AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/23/2022 01:01PM	Approved
DCE Compliance Approval	Robert Cleary	12/29/2022 04:44PM	Approved
Vertical DCE Approval	Arthur Walsh	03/17/2023 06:35PM	Approved
Final Approval	Arthur Walsh	03/17/2023 06:35PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/20/2023 11:25AM	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. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY’S OFFICE, AND LEVENTHAL, MULLANEY & BLINKOFF, LLP.

WHEREAS, the County negotiated a personal services agreement with Leventhal, Mullaney & Blinkoff, 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 agreement with Leventhal, Mullaney & Blinkoff, LLP.

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Leventhal, Mullaney & Blinkoff, LLP**, with an office located at 15 Remsen Avenue, Roslyn, New York 11576 ("Counsel" or "Contractor").

W I T N E S S E T H:

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

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

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

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 November 1, 2022, and shall terminate October 31, 2027, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. a. The services to be provided by Counsel under this Agreement shall consist of professional services as counsel to the Nassau County Board of Ethics ("Board") and providing occasional general legal advice and assistance to the Nassau County Attorney or his designee ("County Attorney") ("Services"). In his capacity as counsel to the Board, Counsel shall provide daily counseling to all levels of employees on ethics issues, which services shall include, but not be limited to the following:

- i. Planning and running bi-monthly Board meetings, including gathering any necessary background information, consistent with confidentiality.
- ii. Writing, on behalf of the Board, formal opinions regarding all issues presented to the Board, as well as letters, emails and other informal communications informing those employees who have written to the Board with informational letters, complaints, or disclosures about the resolution of their matter.
- iii. Drafting rules and regulations for the Board, as necessary and assisting the Board in meeting its financial disclosure management and enforcement responsibilities.
- iv. Counsel shall act as counsel to the Board of Ethics. The responsibilities of counsel to the Board of Ethics will generally include, without limitation, attending Board of Ethics meetings, drafting legal opinions, and providing legal advice to the Board of Ethics. The Board of Ethics must meet at least once per quarter, but typically meets monthly, and may schedule additional meetings if necessary.
- v. The Board of Ethics administers and enforces the provisions of Section 22-4.3 of the County Administrative Code relating to the filing of financial disclosure forms by County officials, officers, and employees. In addition to the above-mentioned responsibilities, counsel to the Board of Ethics will conduct an annual review of five percent (5%) of the financial disclosure forms filed for that annual period, randomly selected, and cross reference the financial disclosure forms with the County's Vendor Portal.

b. All of the Services provided by Counsel under this Agreement shall be provided by Attorney Steven G. Leventhal. The parties acknowledge and understand that Mr. Leventhal is essential to this Agreement and may not be removed or replaced by Counsel without the prior written consent of the County. Notwithstanding the foregoing, the County reserves the right to terminate this Agreement in the event that Attorney Leventhal becomes unavailable or unable to provide the Services hereunder. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines, as may be amended (the "Guidelines"), provided under separate cover and incorporated by reference herein.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Fifty-Five Thousand Dollars (\$55,000.00) for each year of the Agreement, so that the total maximum amount of consideration paid under the Agreement shall not exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) ("Maximum Amount"). Counsel shall be paid at an hourly rate of Two Hundred Seventy-Five Dollars (\$275.00).

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

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

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

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

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior

to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after Counsel received notice that the County did not desire to receive such services.

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

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

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

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In

the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and

substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

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

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

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

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

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

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all

actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

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

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

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or

made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Counsel shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

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

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement

(including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

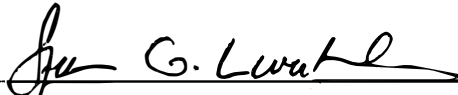
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

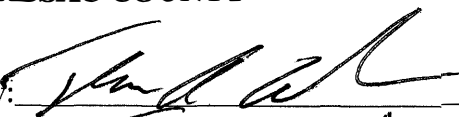
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

LEVENTHAL, MULLANEY & BLINKOFF, LLP

By: 
Name: Steven G. Leventhal
Title: Managing Partner
Date: 11-18-22

NASSAU COUNTY

By: 
Name: Thomas A. Hawn
Title: County Attorney
Date: Dec 7, 2022

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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:

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Steven G. Leventhal (Name)

15 Remsen Avenue, Roslyn Ny 11576 (Address)

____ (Telephone Number)

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

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

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

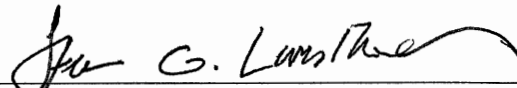
Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

11-21-22

Dated



Signature of Chief Executive Officer

Steven G. Leventhal

Name of Chief Executive Officer

Sworn to before me this

21st day of November, 2022



Notary Public

Thomas J. Mullaney
NOTARY PUBLIC, State of New York
No. 01MU4816770
Qualified in Nassau County
Commission Expires Jan. 31, 2023



Nassau County Interim Finance Authority

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

1. Vendor: Leventhal Mullaney & Blinkoff, LLP

2. Amount requiring NIFA approval: \$275,000.00

Amount to be encumbered: \$55,000.00

Slip Type: New

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

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

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

3. Contract Term: 11/01/2022 to 10/31/2027

Has work or services on this contract commenced? Yes

If yes, please explain: There was one meeting of the Board of Ethics that recently took place and Counsel Leventhal attended.

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 a new contract with special counsel the firm of Leventhal, Mullaney & Blinkoff, LLP ("Leventhal" or "Counsel"), chosen following a Request for Proposals ("RFP") to provide services as general counsel to the Nassau County Board of Ethics ("Ethics Board").

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

12/23/2022

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.



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: Leventhal, Mullaney & Blinkoff, LLP

CONTRACTOR ADDRESS: 15 Remsen Avenue, Roslyn, NY 11576

FEDERAL TAX ID #:

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 Qualifications.**

The Contract was entered into after a written request for proposals was issued on October 12, 2021 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the County bid board [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on November 15, 2021 [date]. Three (3) [state #] proposals were received and evaluated. The evaluation committee consisted of: three (3) members of the Board of Ethics _____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on _____ [date].

This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

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

IV. ☐ 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.

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.

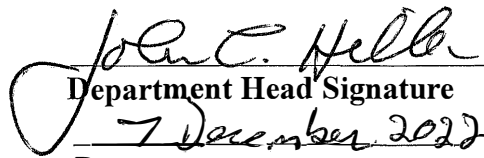
VIII. ☒ Participation of Minority Group Members and Women in Nassau County

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
7 December 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.

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

Electronically signed and certified at the date and time indicated by:
Steven G. Leventhal [ADMIN@LMBESQ.COM]

Dated: 11/03/2022 03:41:38 pm

Vendor: Leventhal, Mullaney & Blinkoff LLP

Title: Managing Partner



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

YES [] NO [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Electronically signed and certified at the date and time indicated by:
Steven G. Leventhal [ADMIN@LMBESQ.COM]

Dated: 11/03/2022 02:40:27 pm

Vendor: Leventhal, Mullaney & Blinkoff
LLP

Title: Managing Partner

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: 11/03/2022

1) Proposer's Legal Name: Leventhal, Mullaney & Blinkoff, LLP

2) Address of Place of Business: 15 Remsen Avenue

City: Roslyn State/Province/Territory: NY Zip/Postal Code: 11576

Country: US

3) Mailing Address (if different): _____

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

Country: _____

Phone: _____

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

--

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [REDACTED]

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

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

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

Business shares office space with Leventhal & Co, CPAs
--

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

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

Perform conflict checks in connection with each engagement

- 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;

05/19/2000

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.

Steven G. Leventhal
Managing Partner
15 Remsen Avenue
Roslyn, NY 11576

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

Steven G. Leventhal
Managing Partner
15 Remsen Avenue
Roslyn, NY 11576

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

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vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

Resume attached

2 File(s) uploaded: Resume SGL October 2022.pdf, Resume SGL September 2021.pdf

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

B. Indicate number of years in business.

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

See resume attached

- 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	Westchester-County Attorney		
Contact Person	John Nonna		
Address	148 Martine Avenue		
City	White Plains	State/Province/Territory	NY
Country	US		
Telephone	(914) 995-2690		
Fax #			
E-Mail Address	JnonnaJN@westchestergov.com		

Company	Town of Southampton-Deputy Town Attorney		
Contact Person	Kathleen Murray, Esq.		
Address	116 Hampton Road		
City	Southampton	State/Province/Territory	NY
Country	US		
Telephone	(631) 287-3065		
Fax #			
E-Mail Address	kmurray@southamptontownny.gov		

Company	Village of Old Brookville - Mayor		
Contact Person	Hon. Bernie Ryba		
Address	201 McCouns Lane		
City	Glen Head	State/Province/Territory	NY
Country	US		
Telephone	(516) 671-4664		
Fax #			
E-Mail Address	mayor@oldbrookville.net		

I, Steven G. Leventhal , 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, Steven G. Leventhal , 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: Leventhal, Mullaney & Blinkoff, LLP

Electronically signed and certified at the date and time indicated by:
Steven G. Leventhal ADMIN@LMBESQ.COM

Managing Partner

Title

11/04/2022

Date

STEVEN G. LEVENTHAL

15 Remsen Avenue, Roslyn, New York 11576; www.lcmblaw.com
Tel: (516) 484-5440; Fax: (516) 484-2710; e-mail: steven@lmbesq.com
(October 2022)

Attorney at Law

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-present), President,
Steven G. Leventhal, P.C. (1983-present), Roslyn, New York.

- Municipal Affairs and Litigation, Gov. Ethics, Zoning and Land Use Reg.,
- Professional Ethics and Discipline,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Bus. Relations, Commercial Transactions and Litigation, Tax Planning and Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,

Special Counsel, *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998-2012).
Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York,
Felony Certified (1981-1983). All phases of criminal defense, incl. jury trials to verdict.

Legal Intern, *IRS*, Office of Chief Counsel, Tax Lit. Div., Washington, D.C. (1979).

Certified Public Accountant

Leventhal and Leventhal, CPA's P.C. (formerly, *Leventhal and Company, LLP*).
Accounting, tax and management advisory services (1976-1977; 1980-1981).

Judicial Service and Dispute Resolution

Village Justice

- *Village of Lattingtown, New York* (2021-present);

Associate Village Justice,

- *Village of Lattingtown, New York* (2009-2021);
People v Jose Zavala-Santos, 2021 NY Slip Op 50898(U)
- *Village of Massapequa Park, New York* (2005-2021), Published opinions:
People v. Olsen, 37 Misc. 3d 862 (2012), *aff'd* 34 Misc. 3d 137(A) (2011);
People v. Kramer, 41 Misc. 3d 458 (2014);
People v. Cerasoli, 53 Misc. 3d 1210(A) (2016).
People v. Cerasoli, 2018 N.Y. Misc. LEXIS 2333; 2018 NY Slip Op 50908(U)
- *Village of Oyster Bay Cove, New York* (2001-2005).

Judicial Service and Dispute Resolution (cont.)

Rated “well qualified” to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

Member, Grievance Committee for the Tenth Judicial District (2017-2020), by appointment of the Appellate Division, Second Judicial Department.

Participant (by invitation), NYS Judicial Institute on Professionalism in the Law (2019).

Hearing Officer, New York State Committee on Government Ethics and Lobbying (2022 to present); **New York State Joint Commission on Public Ethics (JCOPE)** (2014-2022). Hearing officer in alleged violations of Public Officers Law §73 (Restrictions on Activities of current and former state officers and employees), §73-a (Financial Disclosure); Public Officers Law §74 (Code of Ethics); Civil Law Section Law §107 (Prohibition against certain political activities; improper influence); Legislative Law Art. 1-A (Lobbying Act).

- Appointed to preside in *Matter of an Investigation of Andrew M. Cuomo*.

Panel Chairperson (2016-present), Arbitrator (2011-2016), Financial Industry Regulatory Authority (“FINRA”). Appointed to serve as non-public (industry) and public arbitrator in industry and investor disputes.

Trial Commissioner, Nassau County Police Department, (2016-18) Served as legal advisor to hearing officers in departmental disciplinary and administrative proceedings.

Hearing Officer,

- *Sanitary District No. 6, West Hempstead, New York* (2022). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.
- *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.
- *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Temporary Receiver, *United States District Court*, Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, *Supreme Court of the State of New York*, County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

Expert Witness Services

Analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings; valuation of monetary damages in employment discrimination claims (1999-2009).

Public Service

Consultant, *United Nations Ethics Office (UNEO)* (2017). Training in best practices for providing independent and confidential ethics advice in an international public sector setting.

Counsel to Member, *U.S. House of Representatives*, Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

Member, NYS Division of Criminal Justice Services, Alternatives to Incarceration Advisory Board (Nassau Co) (2020).

Chair, Board of Ethics, *County of Nassau* (1996-2002); member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

Village Attorney

- *Village of Muttontown* (2006-2018). Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.
- Village of Manorhaven (2016-2018)

Member, *Planning Board*, Village of Lattingtown (2002-2009).

Member by Invitation, State and Local Ethics Working Group, Rockefeller Institute of Government and Government Law Center at Albany Law School (2022).

Identified significant ethical issues in state and local government, and inconsistencies between and among ethics regulations.

Counsel to Ethics Board. Drafted Code of Ethics, Financial Disclosure Form and Instructions, Plain Language Guide to Government Ethics; Developed ethics policies and procedures, developed and implemented ethics training program for officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations, drafted advisory opinions, administered financial disclosure program.

- *County of Nassau*, (2002-2003; 2010-present).
- *County of Suffolk (Ethics Commission)*, (2009-2011).
- *County of Westchester (Special Counsel, Ind. Consultant)*, (2012-present).
- *Town of Southampton* (2007-present).
- *Town of Huntington* (2015-present).
- *Town of Oyster Bay* (2015-present).

Public Service (cont.)**Counsel to Ethics Board (cont.)**

- *Town of Hempstead* (2019-present)
- *Town of North Hempstead* (2007-2011, 2014-16).
- *Town of Putnam Valley* (2006-2007).
- *Village of Sag Harbor* (2016-2021).
- *Village of Manorhaven* (2019-2022)
- *Village of Southampton* (2017-present)
- *Village of Rockville Centre* (2006-2012).

Special Counsel, Ethics

- *County of Nassau*, (2001-2003; 2010-present). Advised to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; drafted revised Ethics Code, drafted plain language guide to government ethics.
- *County of Suffolk (Ethics Commission)*, (2009-2011). Litigation counsel in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.
- *Suffolk County Community College*, (2015-2017). Conducted independent ethics reviews, provided advice and recommendations regarding college governance.
- *City of Glen Cove* (2021-2022), Engaged as litigation counsel for ethics issue.
- *City of Kingston*, (2020-2021). Counsel to Board of Ethics in ethics investigation.
- *City of Rye* (2019). Counsel to Board of Ethics in ethics investigation.
- *City of White Plains* (2010-2012). Counsel to Board of Ethics in ethics investigation, and litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure of record of preliminary investigation.
- *City of Mount Vernon* (2015). Conducted independent ethics review, and provided ethics advice and recommendations.
- *Town of Malta* (2022). Counsel to Board of Ethics in ethics investigations.
- *Town of Hempstead* (2018-present). Counsel (ethics and best practices) to the Town Board, Office of the Town Attorney and Board of Ethics.
- *Town of Ossining* (2020), Appointed to represent Town officer in ethics investigation.
- *Town of East Fishkill*, (2017-2018), Reviewed Town Code of Ethics, provided advice and recommendations to Bd. of Ethics, and drafted advisory opinions.
- *Town of Yorktown*, (2015). Reviewed Town Code of Ethics, provided ethics advice and recommendations, and drafted proposal for new Code of Ethics.
- *Town of Putnam Valley* (2006-2007). Litigation counsel to Board of Ethics.
- *Town of Eastchester Fire Department* (2009). Provided ethics advice to Board of Fire Commissioners.
- *Village of Flower Hill* (2021-2022). Conducted independent ethics review, provided advice and recommendations regarding personnel matter.

Public Service (cont.)**Special Counsel, Ethics (cont.)**

- *Village of Southampton* (2017-2018). Reviewed Town Code of Ethics, provided advice and recommendations to Board of Ethics.
- *Village of Freeport Housing Authority* (2015-16). Retained to supervise investigation, and to provide advice and recommendations.
- *Village of Plandome Manor* (2009). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.
- *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.
- *Oceanside Sanitary District No. 7*, (2019-20) retained to draft Code of Ethics and Plain Language Guide, to provide ethics training and implement ethics program.
- *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.
- *Port Washington Police District* (2011-2012). Retained for internal investigation and report.
- *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel: Other

- *County of Nassau* (2012-present). retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department.
- *Town of Hempstead* (2018-present). Retained as litigation counsel in the defense of self-insured tort claims.
- *Village of Old Brookville* (2020-present). Retained as counsel for matters related to police department.
- *Village of Hempstead Community Development Agency* (2016).
- *Village of Freeport* (2010-2013). Retained as litigation counsel in the defense of self-insured tort claims.
- *Village of Manorhaven* (2009-2013). Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations
- *Village of Rockville Centre Planning Board* (2008-2012; 2018-2020)
- *Village of Freeport Community Development Agency* (2012-2015). Litigation counsel in defense of breach of contract and tort claims.
- *Village of Hempstead Housing Authority* (2013-present). Litigation counsel in Federal and State courts
- *Oceanside Sanitary District No. 7* (2019-present). Retained as special counsel to oversee election of Commissioners.
- *Franklin Square Munson Fire District* (2011). Retained for advice in connection with a labor and employment matter.
- *Roosevelt Public Library*, Advice in connection with legal, accounting, personnel, civil service, and unemployment issues; litigation counsel.

Teaching Experience

Adjunct Professor, Long Island Univ., Col. of Management, Graduate School of Public Service, Dept. of Health Care and Public Admin., Greenvale, N.Y. *Environmental Law and Admin.*; *Environmental Lit Internship*; *Regulatory Agencies*; *Admin. Law and the Legal Environment in the Health Sector*; *Medical Ethics*. (1998-2001)

Bar Admissions

United States Supreme Court (2010).

United States Court of Appeals for the Second Circuit (1989).

United States Court of Appeals for the Third Circuit, *pro hac vice* (2022).

United States District Court

- Eastern District of New York (1983).
- Southern District of New York (1983).
- District of New Jersey (1990, ret. 2014).

United States Tax Court (1983).

New York State Bar (1981).

New Jersey State Bar (1990, ret. 2014).

Education

New York University School of Law, J.D. 1980

- Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976

- Recipient, M. Tomasulo Award in Accounting; Member, National Business Honor Society.

Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- “How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest” (2022).
- “The Revolving Door: Moving Betw. Pub. and Private Legal Employt.” (2021).
- Webinar: “An Election Like No Other: Preparing for a Local Election Postponed Due to the COVID-19 Pandemic” (2020).
- Webinar: “Suing or Defending a Municipality: Notices of Claim and Other Issues” (2020)
- “Ripped from the Headlines: The Impeachment of President Trump from the Perspective of Local Ethics Laws” (2020).
- *Second Circuit Clarifies Key Elements of NY GML Art. 18: Lexjac, LLC, et ano. v. Beckerman, et al.*” (2018).
- “A New Administration Faces Conflicts of Interest” (2017);
- “2016 New York Government Ethics Update: Legislative and Judicial Developments” (2016).

Professional Speaking Activities (cont.)

Lecturer: New York State Bar Association, Municipal Law Section (cont.)

- “*An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals*” (2015);
- “*Politics, Elections and the Municipal Attorney*” (2014);
- “*Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,*” (2013);
- “*How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest,*” (2013);
- “*The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law*” (2012, 2014);
- “*Communication with Represented Public Officials: The ‘No Contact’ Rule as Applied to the Government Client*” (2012);
- “*Ethics and Professionalism*” (2011, 2009, 2008, 2007);
- “*Needed: A New Statewide Ethics Code for Local Municipalities*” (2010);
- “*Ethics Update – Rules of Professional Conduct and Municipal Law Ethics Issues*” (2009); “*What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics*” (2008);
- “*Operating a Local Municipal Board of Ethics*” (2006);
- “*Anatomy of a Conflicts Case*” (2001).

Moderator: NYS Bar Association Local & State Gov. Law Section Spring Forum: “*Ethics in the Age of Social Media*” (2020)

Lecturer: NYS Bar Association Local & State Gov. Law Section Spring Forum: “*Ethical Considerations for Lawyer-Lobbyists*” (2022)

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- *Joint Meeting with Environmental Law Section, Jiminy Peak, MA.* (2013);
- *Fall Meeting, Washington, D.C.* (2010).

Lecturer: NYS Bar Association, Young Lawyers Section, Bridge the Gap Program:

- “*Municipal Law 101*” (2016);
- “*Suing or Defending a Municipality – The Notice of Claim*” (2021, 2015).
- *Local and State Government Ethics* (2021).

Program Co-Chair: NYS Bar Assoc., Pro Bono Ethics for Government Attorneys (2017).

Lecturer: NYS Bar Association, Committee of Bar Leaders, “*Developing Non-Dues Sources of Revenue*” (2018).

Professional Speaking Activities (cont.)

Lecturer: New York State Association of Counties

- Webinar: Ethics in the Time of the Corona Virus (2020).
- Legislative Conference, “*Orientation for Newly Elected Officials: Ethics*” (2005, 2006-2011, 2013, 2015, 2017-2018, 2020);

Lecturer: New York State Association of Counties (con.)

- County Finance School, “*Strategies for Avoiding Conflicts of Interest*” (2018, 2019);
- Leg. Conf., “*Ethics Training for Municipal Officers and Employees*” (2016);
- Ethics and Integrity Workshop (2015).
- Dennis A. Pelletier County Government Institute/Cornell University: “*Ethics in Government*”, core requirement (2006, 2007, 2008, 2009, 2010, 2011, 2013);
- County Finance School, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2012).

Lecturer:

- New York State Economic Development Council, Basic Economic Development Course: “*Ethics and Integrity in Government*” (2011-2019).
- Fordham University School of Law, “*Restoring Public Confidence*” (2018).
- National Business Institute, “*Local Government Ethics*” (2018).
- New York State Association of Clerks of County Legislative Boards, “*Government Ethics in the Real World*” (2017, 2016).
- New York State Public Employer Labor Relations Association, “*Local Government Ethics: Hypotheticals for Training Municipal Officials*” (2017).
- Nassau County Village Officials Association, “*A Practical Guide to Government Ethics*” (2012).
- County Attorneys’ Association of the State of New York Annual Meeting, “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2011).
- Pace University School of Law, Land Use Center, “*Ethics Update for Land Use Practitioners*” (2021, 2020); Center for Continuing Legal Education, “*Municipal Ethics for Practitioners and Public Officials*” (2011, 2004).
- SUNY New Paltz, Center for Research, Regional Education and Outreach, “*Ethical Issues for Municipal and Land Use Attorneys, including Amendments to Code of Professional Responsibility*” (2009).
- Manhattan College Center for Ethics, “*Current Issues in Gov’t Ethics*” (2013).
- eRealty Title Agency, “*A Practical Guide to Government Ethics*” (2012).
- Nassau/Suffolk Water Commissioners Association, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2009).

Professional Speaking Activities (cont.)

Lecturer (cont.)

- Leadership Training Institute, “*Responsibilities of Officers and Directors of Not-for-Profit Corporations*” (2008).
- Lorman Education Services, “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2008).
- Nassau County Supreme Court, “*Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers*” (2007).
- New York State Association of Real Property Tax Services, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2006).
- Gold Coast Library District, “*Ethics Training for District Trustees*” (2006).
- Practicing Law Institute, “*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*” (2005).
- Farrell Fritz, P.C., Continuing Legal Ed. Program, “*Government Ethics*” (2004).

Panelist:

- New York State Joint Commission on Public Ethics & New York Law School, “*Local Lobbying and the Lobbying Act: An Examination of Lobbying Laws on Land Use*” (2021).
- Convocation, New York State Judicial Institute on Professionalism in the Law, Pace University School of Law, “*Where Do We Go from Here? Defining and Teaching Professional Values, Lawyering Skills and Cultural Competencies.*” (2019).
- The Center for NYC Law at New York Law School and the NYC Conflicts of Interest Board, The Nineteenth Citywide Seminar on Ethics in NYC Government “*A New Admin. Faces Conflicts of Interest*” (2017); “*History of Ethics*” (2013).
- Albany Law School, Government Law Center, *Municipal Law and Planning: A Local Perspective on Hydrofracking* (2012).
- Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies – Nassau County Planning Commission, Land Use Training Program for Municipal Planning and Zoning Officials, “*Best Practices for Public Hearings*” (2011).
- Theodore Roosevelt American Inn of Court, *Securities Arbitration* (2012). “*Preliminary Injunctions: Practical Insights from the Perspectives of the Client, Advocate and Judiciary*” (2010).
- American Bar Association/American Law Institute, “*Ethical Considerations for Government Lawyers*” (2009).
- Nassau Academy of Law and Gold Coast International Film Festival, “*(Dis)honesty – The Truth About Lies*” (2015).
- Council on Government Ethics Laws (COGEL), “*Financial Disclosure: How Much is Too Much?*” (2008).
- Helsinki Univ School of Law, “*Comparative Legal Systems: Judicial Ethics*” (2007).

Professional Speaking Activities (cont.)

Lecturer: New York State Association of Towns Annual Meeting,

- *“Local Government Ethics: Cases from Real Life”* (2022);
- *Second Circuit Clarifies Key Elements of NY GML Art. 18: Lexjac, LLC, et ano. v. Beckerman, et al.*” (2020);
- *“Orientation for Newly Elected and Appointed Officials”* (2020);
- *“Real Life Problems in Government Ethics* (2019);
- *“Running a Local Ethics Board”* (2002, 2008, 2011);
- *“Ethics and Integrity in Government”* (2012);
- *“A Practical Guide to Government Ethics* (2012);
- *“How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest”* (2013);
- *“Running a Local Ethics Board”* (2002, 2008, 2011);
- *“Talking to the Press: Ethical Considerations”* (2014)

Lecturer: New York State Conference of Mayors and Municipal Officials (NYCOM), Annual Fall Training School for City & Village Officials,

- *“Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility”* (2006);
- *“Running a Local Municipal Ethics Board”* (2011);
- *“Zoning and Land Use: Case Law Round-Up”* (2013).

Lecturer: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies, Land Use Training Program for Municipal Planning and Zoning Officials,

- *“Ethics Update”* (2015, 2011, 2010);
- *“An Ethics Minefield: Avoiding Missteps in Municipal Planning and Zoning”* (2009).

Lecturer: Nassau County Magistrates Association, *“Orientation for Newly Elected and Appointed Village Judges”* (2022).

Program Chair: Nassau County Bar Association Academy of Law,

- *“Real Life Problems in Government Ethics* (2019);
- *“Can I Quote You?: A Lawyer’s Guide to Dealing with the Press”* (2015);
- *“Securities Arbitration Before the Financial Industry Regulatory Authority (FINRA): The New Suitability Rules, the Proposed New Rules for Expungement of Reported Information From a Broker’s Record, and Ethical Considerations in Securities Arbitration”* (2013);
- *“Current Issues in Government Ethics”* (2004);
- *“Current Issues in Government Ethics”* (2004);
- *“Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?”* (2002).
- *“Real Life Problems in Government Ethics”* (2019);
- *“Clients with Diminished Capacity: Ethical Considerations”* (2016);

Professional Speaking Activities (cont.)

Lecturer: Nassau County Bar Association Academy of Law, Dean's Hour:

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"Talking to the Press: Ethical Considerations for Mun. & School Attys."* (2014);

Lecturer: Nassau County Bar Association Academy of Law, Dean's Hour: (cont.)

- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2014);
- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2011, 2010);
- *"Who is the Client of a Gov. Attorney: Attorney-Client Privilege in the Government Setting"* (2008);
- *"An Ethics Minefield: A Day in the Life of a Government Attorney"* (2007, 2005);
- *"Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?"* (2002);

Lecturer: Nassau County Bar Association Academy of Law, Bridge the Gap Program

- *"A Practical Guide to Government Ethics with Cases from Real Life"* (2022);
- *"Everything You Wanted to Know About Municipal Law..."* (2020, 2017).

Lecturer: Nassau County Bar Association, Education Law Committee, *"Representing the Municipal Client: The Dual Demands of Gov. Ethics and Prof. Responsibility"* (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- *"Real Life Problems in Government Ethics"* (2019);
- *"Suing or Defending a Municipality: An Overview"* (2016);
- *"Gifts and Favors: Tis the Season"* (2014);
- *"Proposed Model Code of Ethics for Municipalities"* (2001);
- *"Government Ethics"* (1998).
-

Lecturer: Suffolk Co. Bar Assoc., 24th Annual Labor & Employment Conference,

- *"A Practical Guide to Government Ethics"* (2014).

Panelist: Suffolk County Bar Association, Allen Sak Municipal Law CLE Program,

- *"New York Government Ethics Update: Cases of Interest."* (2017).

Program Chair: Suffolk County Bar Association Academy of Law,

- *"An Ethics Minefield: Avoiding Missteps in Government Service"* (2005).

Professional Speaking Activities (cont.)

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2017, 2013, 2011, 2010, 2006).
- “*Ethics Roundtable*” (2016);
- “*Government Ethics in the Real World*” (2015);
- “*Government Ethics: An Interactive Guide*” (2014);
- “*An Agency Head’s Guide to Financial Disclosure*” (2014);

Lecturer: Westchester Co. Atty/Pace Law School, “*Real Life Probs. in Gov. Ethics*” (2019).

Lecturer: “*Ethics Training for Municipal Officers and Employees*”

- Nassau County Board of Ethics (2022);
- Office of the Nassau County Executive (2018);
- Nassau County Legislature (2018);
- Rockland County Community College Board of Trustees (2019);
- County of Oneida (2020) (deferred due to COVID-19 pandemic)
- County of Nassau (2016, 2011);
- County of Rockland, (2012, 2010);
- County of St. Lawrence (2007);
- County of Westchester Board of Ethics (2021, 2013);
- Town of Hempstead Board of Ethics (2022, 2021);
- Town of Oyster Bay (2017-2020);
- Town of East Fishkill (2017)
- Town of Huntington (2022, 2018-2019, 2016);
- Town of Monroe (2019);
- Town of Clifton Park (2020, 2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);

Lecturer: “*Best Practices for Village Officers and Employees*”

- City of Peekskill (2011);
- Village of Sag Harbor Board of Ethics (2021);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2016, 2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Town of Oyster Bay (2017-2018);
- Village of Rockville Centre (2009, 2006);
- Village of Manorhaven (2021, 2016);
- Village of Muttontown (2015, 2008).

Professional Speaking Activities (cont.)

Lecturer: Town of Huntington, “*A Practical Guide to Government Ethics and Best Practices for Land Use Boards*” (2022).

Lecturer: Town of No. Hempstead, “*Financial Disclosure for Town Officers and Employees*” (2007).

Program Chair, Theodore Roosevelt American Inn of Court, “*Municipal Ethics*” (2011).

Lecture: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecture: Dean’s Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, “*May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*” (2004);

Lecture: Rivkin Radler LLP, Cont. Legal Ed. Program, “*Government Ethics*” (2001);

Lecturer: Hicksville United Methodist Church, Outreach Program, “*Living Wills, Health Care Proxies, and Other Advance Directives*” (2001);

Lecture: American Soc. of Women Accountants, “*Corp. Shareholder Agreements*” (1988);

Lecture: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, “*Corporate Shareholder Agreements*” (1987).

Program Chair: The Shanti Fund, “*Wake Up Manju!*” (1998).

Publications

Editor and contributing author, “*Municipal Ethics In New York: A Primer for Attorneys and Public Officials*”, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (2016), Chapters:

- *Article 18: NY’s Conflict of Int. Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board, Ten Steps to a Better Board*
- *How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest*

Publications (cont.)

Editor and contributing author, *“Municipal Ethics In New York: A Primer for Attorneys and Public Officials”*, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (2016), Chapters (cont.):

- *Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.*

Contributing author, *“Practice Guide to Village, Town and District Courts in New York”*, Thomson West (2019), *Statement of Rights and Procedures in Village Justice Court.*

Contributing author, *“Goldfeder’s Election Law”*, New York Legal Publishing Corp. (2020), Chapter: *Ethics for Election Law Practitioners.*

Co-Author, with Mark Davies, The Municipal Lawyer, NYS Bar Assoc., Local and State Gov. Law Sec.:

- *“Ripped from the Headlines: The Impeachment of President Trump from the Perspective of Local Ethics Laws”* (2020);
- *“Real Life Problems in Government Ethics* (2019);
- *Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials”* (2014);
- *An “Abbreviated History of Government Ethics Laws”* (2014);

Author, The Municipal Lawyer, NYS Bar Association, Local and State Gov. Law Sec.:

- *“Lexjac, LLC v. Inc. Village of Muttontown: Second Circuit Clarifies Key Elements of N.Y. Gen. Mun. Law Art. 18* (2018);
- *“Professor Mark Davies Reflects on a Career in Government Ethics”* (2016);
- *“Talking to the Press: Ethical Considerations for Municipal Attorneys”* (2014
“The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law” (2013);

Author, The Municipal Lawyer, NYS Bar Association, Local and State Gov. Law Sec.:

- *“The Case for Renaming the Professional Ethics Committee”* (2012);
- *“Communication with Represented Public Officials: The ‘No Contact’ Rule as Applied to the Government Client”* (2012);
- *“How to Analyze an Ethics Prob: Recogn. Com. Law Conflicts of Int.”* (2011);
- *“Needed: A New Statewide Ethics Code for Local Municipalities”* (2009);
- *“Running a Local Municipal Ethics Board: Ten Steps to a Better Board”* (2008);
- *“Running a Municipal Ethics Bd.: Glossary of Municipal Ethics Terms,”* (2006);
- *“Running a Municipal Ethics Bd.: Is Ethics Advice Confidential?”* (2004).

Publications (cont.)

Author, *“Lexjac, LLC v. Inc. Village of Muttontown: Second Cir. Clarifies Key Elements of N.Y. Gen. Mun. Law Art. 18”* N.Y. Zoning Law and Practice Report Newsletter, Thomson Reuters (2018).

Author, *Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions, Talk of the Towns*, NYS Assoc. of Towns; *International Visitors’ Manual*, New York City Conflicts of Interest Board; and website of the NYS Bar Association (2004).

Author, *The Nassau Lawyer*, Nassau County Bar Association

- *“Lincoln, Emancipation and Juneteenth”* (2021);
- *“Restoring Public Confidence in Government”* (2017);
- *“The Case for Renaming the Ethics Committee”* (2012);
- *“Why Do We Need a Government Ethics Code?”* (2004).

Awards and Recognition

Honoree, *Hispanic Heritage Month*, Long Island Hispanic Bar Association, Amistad Long Island Black Bar Association, Nassau County Women’s Bar Association and Nassau County Bar Association, “for dedicated service and unwavering support to the legal and Latino community”, (2018).

Frank J. Santagata Memorial Award, Nassau Co. Magistrates Assoc.: for “exemplary ethics, professionalism, love of the law, and devotion to justice for all” (2014).

Directors Award, Nassau County Bar Assoc.: for “work[ing] tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co.” (2006).

Cited as Expert on Government Ethics, *The New York Times* (September 21, 2004).

Shanti (Peace) Award, “for selfless and visionary help to the Indian-American community” (1998).

Professional and Civic Associations and Activities**Nassau County Magistrates Association:**

- President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007);
- **Assoc. Dean (Office of Court Admin.), Continuing Judicial Ed.** (2017-present)
- Chair, Continuing Judicial Education Committee, (2016-present).

American Bar Association

- Member, House of Delegates (2015-2018);
- Fellow, American Bar Association (2005-2013).
- Member (by special appointment) Task Force on Government Ethics (2010);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Professional and Civic Associations and Activities (cont.)**New York State Bar Association**

- **Second Vice Chair** (2021-2023), Secretary (2019-2021), **Local and State Government Law Section** (formerly, Municipal Law Section);
- Member, Exec. Com., Local and State Gov. Law Section, (2010-present);
- **Co-Chair, Committee on Ethics and Professionalism, Local and State Gov. Law Section**, (2009-present);
- Co-Chair, by Presidential appointment, Task Force on the Ethics of Local Public Sector Lawyering (2022)
- Member, House of Delegates, (2013-2017; 2019-2023);
- Member, Bylaws Committee (2020-2022);
- Member, Voting Rights and Democracy Task Force (2021);
- Member, Nominating Committee (2013-2018);
- Member, Committee on Standards of Attorney Conduct (2014-2019);
- Member, Committee for Bar Leaders of New York State (2016, 2020-present);
- Member, Task Force on Government Ethics (2010-2011);
- Member, Committee on Attorney Professionalism (2001-2002);

Nassau County Bar Association

- **President (2017-2018)**, President Elect (2016-2017), Vice President (2015-2016), Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Nominating Committee (2019-2020), Vice-Chair (2018-2019);
- Chair, Awards Committee (2018-2019);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012); Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);
- Member, Ethics Hotline (2022);
- Member, Justice Courts Task Force (2007);
- President, Nassau Bar Foundation (2018-2019)
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Secretary-Treasurer, Nassau Bar Foundation (2017-2018).
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Member, Long Island Council of Bar Leaders (2010-2011).
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016);
- Member, Long Island Council of Bar Leaders (2010-2011);
- Mentor, NCBA Long Island Legal Diversity Fellowship (2022, 2020).

Professional and Civic Associations and Activities (cont.)

Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2022); Chair, Audit and Finance Committee (2019-present); Member, Nominating Committee (2016-2019).

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015-17, 2020);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015-2019);
- Natl. Civil Rights Trial Comp., St. John's Univ. Law School (2005, 2012, 2018);
- Statewide High School Mock Trial Comp. (2005, 2008-2015, 2017-2019, 2022);
- Plainview High School Mock Trial Competition (2016, 2019);

Member, Theodore Roosevelt American Inn of Court (2009-2018).

Member, Council on Gov. Ethics Laws (nat'l org. of gov. ethics admins.) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).

Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009); Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

STEVEN G. LEVENTHAL

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(September 2021)

Attorney at Law

Managing Member, *Leventhal, Mullaney & Blinkoff, LLP* (2000-2020), President, *Steven G. Leventhal, P.C.* (1983-2020), Roslyn, New York.

- Municipal Affairs and related Litigation, Gov. Ethics, Zoning and Land Use Reg.,
- Professional Ethics and Discipline,
- Banking and Financial Services, Securities Litigation, Arbitration and Regulatory Enforcement and Compliance,
- Bus. Relations, Commercial Transactions and Litigation, Tax Planning and Litigation,
- Wills, Trusts, Estate Planning and Probate, Estate Litigation,
- Real Property Transactions,

Special Counsel, *Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998-2012).
Commercial Litigation, Securities Arbitration, Expert Witness Services (Taxation).

Trial Attorney, *Legal Aid Society*, Criminal Defense Division, New York, New York, Felony Certified (1981-1983). All phases of criminal defense, incl. jury trials to verdict.

Legal Intern, *IRS*, Office of Chief Counsel, Tax Litigation Div., Washington, D.C. (1979).

Certified Public Accountant

Leventhal and Leventhal, CPA's P.C. (formerly, *Leventhal and Company, LLP*).
Accounting, tax and management advisory services (1976-1977; 1980-1981).

Judicial Service and Dispute Resolution

Village Justice

- *Village of Lattingtown, New York* (2021-present);

Associate Village Justice,

- *Village of Lattingtown, New York* (2009-2021);
- *Village of Massapequa Park, New York* (2005-2021), Published opinions:
People v. Olsen, 37 Misc. 3d 862 (2012), *aff'd* 34 Misc. 3d 137(A) (2011);
People v. Kramer, 41 Misc. 3d 458 (2014);
People v. Cerasoli, 53 Misc. 3d 1210(A) (2016).
People v. Cerasoli, 2018 N.Y. Misc. LEXIS 2333; 2018 NY Slip Op 50908(U)
- *Village of Oyster Bay Cove, New York* (2001-2005).

Judicial Service and Dispute Resolution (cont.)

Rated “well qualified” to serve as a Justice of the New York State Supreme Court by the Judiciary Committee of the Nassau County Bar Association (2005).

Member, Grievance Committee for the Tenth Judicial District (2017-2020), by appointment of the Appellate Division, Second Judicial Department.

Participant (by invitation), NYS Judicial Institute on Professionalism in the Law (2019).

Hearing Officer, New York State Joint Commission on Public Ethics (JCOPE) (2014-present). Hearing officer in alleged violations of Public Officers Law §73 (Restrictions on Activities of current and former state officers and employees), §73-a (Financial Disclosure) or §74 (Code of Ethics); Civil Law Section Law §107 (Prohibition against certain political activities; improper influence); or Legislative Law Art. 1-A (Lobbying Act).

Panel Chairperson (2016-present), Arbitrator (2011-2016), Financial Industry Regulatory Authority (“FINRA”). Appointed to serve as non-public (industry) and public arbitrator in industry and investor disputes.

Trial Commissioner, Nassau County Police Department, (2016-18) Served as legal advisor to hearing officers in departmental disciplinary and administrative proceedings.

Hearing Officer,

- *Village of Lawrence, New York* (2011). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.
- *Village of Farmingdale, New York* (2012). Appointed to preside over disciplinary hearing conducted pursuant to the New York Civil Service Law.

Temporary Receiver, *United States District Court*, Eastern District of New York (2001). Appointed to marshal business assets of multi-state retail franchises, employ and supervise management, collect business revenue and pay business expenses.

Referee, *Supreme Court of the State of New York*, County of Nassau (1997-2001). References to hear and report in surplus money claims; report and sell in mortgage foreclosures.

Dispute Resolution Training,

- New York State Bar Association Dispute Resolution Section and Benjamin N. Cardozo School of Law, *Commercial Arbitration Training for Arbitrator and Counsel: Comprehensive Training for the Conduction of Commercial Arbitrations* (2016),
- FINRA Training: Chairperson (2016); Basic Arbitrator (2011); Expungement (2011).

Expert Witness Services

Analysis and expert testimony on tax issues in securities arbitration and matrimonial proceedings; valuation of monetary damages in employment discrimination claims (1999-2009).

Public Service

Consultant, *United Nations Ethics Office (UNEO)* (2017). Training in best practices for providing independent and confidential ethics advice in an international public sector setting.

Counsel to Member, *U.S. House of Representatives*, Fourth Congressional District, New York, (1994-1996). Legislation, Constituent Services, Employment and Personnel.

Member, NYS Division of Criminal Justice Services, Alternatives to Incarceration Advisory Board (Nassau Co) (2020).

Chair, Board of Ethics, *County of Nassau* (1996-2002); member (1990-2002). Rendered Advisory opinions interpreting Nassau County Code of Ethics; presided over investigation and adjudication of complaints; administered Financial Disclosure Law.

Village Attorney

- *Village of Muttontown* (2006-2018). Served as general counsel to Mayor, Board of Trustees, Planning Board, and all Village Departments; supervised prosecution of Code violations; served as general litigation and tax certiorari counsel.
- Village of Manorhaven (2016-2018)

Member, *Planning Board*, Village of Lattingtown (2002-2009).

Counsel to Ethics Board. Drafted Code of Ethics, Financial Disclosure Form and Instructions, Plain Language Guide to Government Ethics; Developed ethics policies and procedures, developed and implemented ethics training program for officers and employees, provided counsel to Board of Ethics, developed procedures for conducting investigations, drafted advisory opinions, administered financial disclosure program.

- *County of Nassau*, (2002-2003; 2010-present).
- *County of Suffolk (Ethics Commission)*, (2009-2011).
- *County of Westchester (Special Counsel, Ind. Consultant)*, (2012-present).
- *Town of Southampton* (2007-present).
- *Town of Huntington* (2015-present).
- *Town of Oyster Bay* (2015-present).
- *Town of Hempstead* (2019-present)
- *Town of North Hempstead* (2007-2011, 2014-16).
- *Town of Putnam Valley* (2006-2007).

Public Service (cont.)**Counsel to Ethics Board (cont.)**

- *Village of Sag Harbor* (2016-present).
- *Village of Manorhaven* (2019-present)
- *Village of Southampton* (2017-2019)
- *Village of Rockville Centre* (2006-2012).

Special Counsel, Ethics

- *County of Nassau*, (2001-2003; 2010-present). Advised to Republican and Democratic administrations in government ethics, financial disclosure, records management, government and legislative operations and executive transition; drafted revised Ethics Code, drafted plain language guide to government ethics.
- *County of Suffolk (Ethics Commission)*, (2009-2011). Litigation counsel in connection with matters pending before the Commission, and in connection a review of the operations and procedures of the Commission by a special committee of the Suffolk County Legislature, the County Comptroller and a Suffolk County Grand Jury.
- *Suffolk County Community College*, (2015-2017). Conducted independent ethics reviews, and for advice and recommendations regarding college governance.
- *City of Glen Cove* (2021), Engaged as litigation counsel for ethics issue.
- *City of Kingston*, (2020-2021). Counsel to Board of Ethics in ethics investigation.
- *City of Rye* (2019). Counsel to Board of Ethics in ethics investigation.
- *City of White Plains* (2010-2012). Counsel to Board of Ethics in ethics investigation, and litigation counsel in Article 78 proceeding challenging denial of request by local newspaper for disclosure of record of preliminary investigation.
- *City of Mount Vernon* (2015). Conducted independent ethics review, and provided ethics advice and recommendations.
- *Town of Hempstead* (2018-present). Counsel (ethics and best practices) to the Town Board, Office of the Town Attorney and Board of Ethics.
- *Town of Ossining* (2020), Appointed to represent Town officer in ethics investigation.
- *Town of East Fishkill*, (2017-2018), Reviewed Town Code of Ethics, provided advice and recommendations to Bd. of Ethics, and drafted advisory opinions.
- *Town of Yorktown*, (2015). Reviewed Town Code of Ethics, provided ethics advice and recommendations, and drafted proposal for new Code of Ethics.
- *Town of Putnam Valley* (2006-2007). Litigation counsel to Board of Ethics.
- *Town of Eastchester Fire Department* (2009). Provided ethics advice to Board of Fire Commissioners.
- *Village of Southampton*, Reviewed Town Code of Ethics, provided advice and recommendations to Board of Ethics. (2017-2018).
- *Village of Freeport Housing Authority*. Retained to supervise investigation, and to provide advice and recommendations (2015-16).
- *Village of Plandome Manor*, Retained to conduct independent ethics review, and to provide ethics advice and recommendations (2009).

Public Service (cont.)**Special Counsel, Ethics (cont.)**

- *Village of Lynbrook Towing Review Board* (2006-2007). Retained to conduct independent ethics review and to provide ethics advice and recommendations.
- *Oceanside Sanitary District No. 7*, (2019-20) retained to draft Code of Ethics and Plain Language Guide, to provide ethics training and to implement ethics program.
- *Westbury Water and Fire District* (2007-2008). Retained for advice and assistance in developing ethics policies and programs.
- *Port Washington Police District* (2011-2012). Retained for internal investigation and report.
- *Roosevelt Children's Academy Charter School* (2015). Retained to conduct independent ethics review, and to provide ethics advice and recommendations.

Special Counsel: Other

- *County of Nassau*, retained as litigation counsel to prosecute claims in LIBOR transactions; retained to investigate and recommend in connection with EEOC complaint; retained to defend Federal ADA and State Human Rights claims on behalf of the Police Department (2012-present).
- *Town of Hempstead* Retained as litigation counsel in the defense of self-insured tort claims (2018-present).
- *Village of Old Brookville* Retained as counsel for matters related to police department (2020-present).
- *Village of Hempstead Community Development Agency* (2016).
- *Village of Freeport*, Retained as litigation counsel in the defense of self-insured tort claims (2010-2013).
- *Village of Manorhaven*. Retained as litigation counsel in Federal Civil Rights and Article 78 challenges to Village approval of telecommunications facilities, and to provide ethics advice and recommendations (2009-2013).
- *Village of Rockville Centre Planning Board* (2008-2012; 2018-2020)
- *Village of Freeport Community Development Agency*, Litigation counsel in defense of breach of contract and tort claims (2012-2015).
- *Village of Hempstead Housing Authority*, Litigation counsel in Federal and State courts (2013-present).
- *Oceanside Sanitary District No. 7*, retained as special counsel to oversee election of Commissioners (2019-present).
- *Franklin Square Munson Fire District*, Retained for advice in connection with a labor and employment matter (2011).
- *Roosevelt Public Library*, Advice in connection with legal, accounting, personnel, civil service, and unemployment issues; litigation counsel.

Teaching Experience

Adjunct Professor, Long Island Univ., Col. of Management, Graduate School of Public Service, Dept. of Health Care and Public Admin., Greenvale, N.Y. *Environmental Law and Admin.*; *Environmental Lit Internship*; *Regulatory Agencies*; *Admin. Law and the Legal Environment in the Health Sector*; *Medical Ethics*. (1998-2001)

Bar Admissions

United States Supreme Court (2010).

United States Court of Appeals for the Second Circuit (1989).

United States District Court

- Eastern District of New York (1983).
- Southern District of New York (1983).
- District of New Jersey (1990, ret. 2014).

United States Tax Court (1983).

New York State Bar (1981).

New Jersey State Bar (1990, ret. 2014).

Education

New York University School of Law, J.D. 1980

- Editor, *The Commentator*; Intern, Urban Law Clinic.

School of Professional Accountancy, C.W. Post College, Long Island Univ., B.S. 1976

- Recipient, M. Tomasulo Award in Accounting; Member, National Business Honor Society.

Professional Speaking Activities

Lecturer: New York State Bar Association, Municipal Law Section,

- “*The Revolving Door: Moving Betw. Pub. and Private Legal Employt.*” (2021).
- Webinar: “*An Election Like No Other: Preparing for a Local Election Postponed Due to the COVID-19 Pandemic*” (2020)
- Webinar: “*Suing or Defending a Municipality: Notices of Claim and Other Issues*” (2020)
- “*Ripped from the Headlines: The Impeachment of President Trump from the Perspective of Local Ethics Laws*” (2020).
- *Second Circuit Clarifies Key Elements Of NY GML Art. 18: Lexjac, LLC, et ano. v. Beckerman, et al.*” (2018).
- “*A New Administration Faces Conflicts of Interest*” (2017);
- “*2016 New York Government Ethics Update: Legislative and Judicial Developments*” (2016);

Professional Speaking Activities (cont.)

Lecturer: New York State Bar Association, Municipal Law Section (cont.)

- “*An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals*” (2015);
- “*Politics, Elections and the Municipal Attorney*” (2014);
- “*Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,*” (2013);
- “*How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest,*” (2013);
- “*The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law*” (2012, 2014);
- “*Communication with Represented Public Officials: The ‘No Contact’ Rule as Applied to the Government Client*” (2012);
- “*Ethics and Professionalism*” (2011, 2009, 2008, 2007);
- “*Needed: A New Statewide Ethics Code For Local Municipalities*” (2010);
- “*Ethics Update – Rules of Professional Conduct and Municipal Law Ethics Issues*” (2009); “*What You Need to Know About Running or Appearing Before a Local Municipal Board of Ethics*” (2008);
- “*Operating a Local Municipal Board of Ethics*” (2006);
- “*Anatomy of a Conflicts Case*” (2001).

Moderator: NYS Bar Association Local & State Gov. Law Section Spring Forum: “*Ethics in the Age of Social Media*” (2020)

Program Co-Chair: New York State Bar Association, Municipal Law Section,

- *Joint Meeting with Environmental Law Section*, Jiminy Peak, MA. (2013);
- *Fall Meeting*, Washington, D.C. (2010).

Lecturer: NYS Bar Association, Young Lawyers Section, Bridge the Gap Program:

- “*Municipal Law 101*” (2016);
- “*Suing or Defending a Municipality – The Notice of Claim*” (2021, 2015).
- *Local and State Government Ethics* (2021).

Program Co-Chair: NYS Bar Assoc., Pro Bono Ethics for Government Attorneys (2017).

Lecturer: NYS Bar Association, Committee of Bar Leaders, “*Developing Non-Dues Sources of Revenue*” (2018).

Professional Speaking Activities (cont.)

Lecturer: New York State Association of Counties

- Webinar: Ethics in the Time of the Corona Virus (2020).
- Legislative Conference, “*Orientation for Newly Elected Officials: Ethics*” (2005, 2006-2011, 2013, 2015, 2017-2018, 2020);

Lecturer: New York State Association of Counties (con.)

- County Finance School, “*Strategies for Avoiding Conflicts of Interest*” (2018, 2019);
- Leg. Conf., “*Ethics Training for Municipal Officers and Employees*” (2016);
- Ethics and Integrity Workshop (2015).
- Dennis A. Pelletier County Government Institute/Cornell University: “*Ethics in Government*”, core requirement (2006, 2007, 2008, 2009, 2010, 2011, 2013);
- County Finance School, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2012).

Lecturer:

- New York State Economic Development Council, Basic Economic Development Course: “*Ethics and Integrity in Government*” (2011-2019).
- Fordham University School of Law, “*Restoring Public Confidence*” (2018).
- National Business Institute, “*Local Government Ethics*” (2018).
- New York State Association of Clerks of County Legislative Boards, “*Government Ethics in the Real World*” (2017, 2016).
- New York State Public Employer Labor Relations Association, “*Local Government Ethics: Hypotheticals for Training Municipal Officials*” (2017).
- Nassau County Village Officials Association, “*A Practical Guide to Government Ethics*” (2012).
- County Attorneys’ Association of the State of New York Annual Meeting, “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2011).
- Pace University School of Law, Land Use Center, “*Ethics Update for Land Use Practitioners*” (2021, 2020); Center for Continuing Legal Education, “*Municipal Ethics for Practitioners and Public Officials*” (2011, 2004).
- SUNY New Paltz, Center for Research, Regional Education and Outreach, “*Ethical Issues for Municipal and Land Use Attorneys, including Amendments to Code of Professional Responsibility*” (2009).
- Manhattan College Center for Ethics, “*Current Issues in Gov’t Ethics*” (2013).
- eRealty Title Agency, “*A Practical Guide to Government Ethics*” (2012).
- Nassau/Suffolk Water Commissioners Association, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2009).

Professional Speaking Activities (cont.)

Lecturer (cont.)

- Leadership Training Institute, “*Responsibilities of Officers and Directors of Not-for-Profit Corporations*” (2008).
- Lorman Education Services, “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2008).
- Nassau County Supreme Court, “*Ethics Training for Small Claims Assessment Review (SCAR) Hearing Officers*” (2007).
- New York State Association of Real Property Tax Services, “*An Ethics Minefield: Avoiding Missteps in Government Service*” (2006).
- Gold Coast Library District, “*Ethics Training for District Trustees*” (2006).
- Practicing Law Institute, “*Who is the Client of a Government Attorney: Attorney-Client Privilege in the Government Setting*” (2005).
- Farrell Fritz, P.C., Continuing Legal Ed. Program, “*Government Ethics*” (2004).

Panelist:

- Convocation, New York State Judicial Institute on Professionalism in the Law, Pace University School of Law, “Where Do We Go from Here? Defining and Teaching Professional Values, Lawyering Skills and Cultural Competencies.” (2019).
- The Center for NYC Law at New York Law School and the NYC Conflicts of Interest Board, The Nineteenth Citywide Seminar on Ethics in NYC Government “*A New Admin. Faces Conflicts of Interest*” (2017); “*History of Ethics*” (2013).
- Albany Law School, Government Law Center, *Municipal Law and Planning: A Local Perspective on Hydrofracking* (2012).
- Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies – Nassau County Planning Commission, Land Use Training Program for Municipal Planning and Zoning Officials, “*Best Practices for Public Hearings*” (2011).
- Theodore Roosevelt American Inn of Court, *Securities Arbitration* (2012). “*Preliminary Injunctions: Practical Insights from the Perspectives of the Client, Advocate and Judiciary*” (2010).
- American Bar Association/American Law Institute, “*Ethical Considerations for Government Lawyers*” (2009).
- Nassau Academy of Law and Gold Coast International Film Festival, “*(Dis)honesty – The Truth About Lies*” (2015).
- Council on Government Ethics Laws (COGEL), “*Financial Disclosure: How Much is Too Much?*” (2008).
- Helsinki Univ School of Law, “*Comparative Legal Systems: Judicial Ethics*” (2007).

Professional Speaking Activities (cont.)

Lecturer: New York State Association of Towns Annual Meeting,

- *Second Circuit Clarifies Key Elements Of NY GML Art. 18: Lexjac, LLC, et ano. v. Beckerman, et al.*” (2020);
- “Orientation for Newly Elected and Appointed Officials” (2020);
- “Real Life Problems in Government Ethics (2019);
- “Running a Local Ethics Board” (2002, 2008, 2011);
- “Ethics and Integrity in Government” (2012);
- “A Practical Guide to Government Ethics (2012);
- “How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest” (2013);
- “Running a Local Ethics Board” (2002, 2008, 2011);
- “Talking to the Press: Ethical Considerations” (2014)

Lecturer: New York State Conference of Mayors and Municipal Officials (NYCOM), Annual Fall Training School for City & Village Officials,

- “Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility” (2006);
- “Running a Local Municipal Ethics Board” (2011);
- “Zoning and Land Use: Case Law Round-Up” (2013).

Lecturer: Hofstra University School of Law/Institute of Real Estate - Breslin Center for Real Estate Studies, Land Use Training Program for Municipal Planning and Zoning Officials,

- “Ethics Update” (2015, 2011, 2010);
- “An Ethics Minefield: Avoiding Missteps in Municipal Planning and Zoning” (2009).

Program Chair: Nassau County Bar Association Academy of Law,

- “Real Life Problems in Government Ethics (2019);
- “Can I Quote You?: A Lawyer’s Guide to Dealing with the Press” (2015);
- “Securities Arbitration Before the Financial Industry Regulatory Authority (FINRA): The New Suitability Rules, the Proposed New Rules for Expungement of Reported Information From a Broker’s Record, and Ethical Considerations in Securities Arbitration” (2013);
- “Current Issues in Government Ethics” (2004);
- “Current Issues in Government Ethics” (2004);
- “Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?” (2002).
- “Real Life Problems in Government Ethics” (2019);
- “Clients with Diminished Capacity: Ethical Considerations” (2016);

Professional Speaking Activities (cont.)

Lecturer: Nassau County Bar Association Academy of Law, Dean's Hour:

- *"An Interactive Guide to State and Local Ethics Law in the Real World – with Hypotheticals"* (2015);
- *"Government Ethics: An Interactive Guide"* (2014);
- *"Talking to the Press: Ethical Considerations for Mun. & School Attys."* (2014);

Lecturer: Nassau County Bar Association Academy of Law, Dean's Hour: (cont.)

- *"Looking a Gift Horse in the Mouth: The Gift Regulations Applicable to State and Local Government Officers and Employees,"* (2014);
- *"Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility"* (2011, 2010);
- *"Who is the Client of a Gov. Attorney: Attorney-Client Privilege in the Government Setting"* (2008);
- *"An Ethics Minefield: A Day in the Life of a Government Attorney"* (2007, 2005);
- *"Horn v. NY Times: May a Physician be Fired for Refusing to Violate the Ethics of the Medical Profession?"* (2002);

Lecturer: Nassau County Bar Association Academy of Law, Bridge the Gap Program

- *"Everything You Wanted to Know About Municipal Law..."* (2020, 2017)

Lecturer: Nassau County Bar Association, Education Law Committee, *"Representing the Municipal Client: The Dual Demands of Gov. Ethics and Prof. Responsibility"* (2012).

Lecturer: Nassau County Bar Association, Municipal Law Committee:

- *"Real Life Problems in Government Ethics"* (2019);
- *"Suing of Defending a Municipality: An Overview"* (2016);
- *"Gifts and Favors: Tis the Season"* (2014);
- *"Proposed Model Code of Ethics for Municipalities"* (2001);
- *"Government Ethics"* (1998).

Lecturer: Suffolk Co. Bar Assoc., 24th Annual Labor & Employment Conference,

- *"A Practical Guide to Government Ethics"* (2014).

Panelist: Suffolk County Bar Association, Allen Sak Municipal Law CLE Program,

- *"New York Government Ethics Update: Cases of Interest."* (2017).

Program Chair: Suffolk County Bar Association Academy of Law,

- *"An Ethics Minefield: Avoiding Missteps in Government Service"* (2005).

Professional Speaking Activities (cont.)

Lecturer: Office of the Nassau County Attorney, Continuing Legal Education Program:

- “*Representing the Municipal Client: The Dual Demands of Government Ethics and Professional Responsibility*” (2017, 2013, 2011, 2010, 2006).
- “*Ethics Roundtable*” (2016);
- “*Government Ethics in the Real World*” (2015);
- “*Government Ethics: An Interactive Guide*” (2014);
- “*An Agency Head’s Guide to Financial Disclosure*” (2014);

Lecturer: Westchester Co. Atty/Pace Law School, “*Real Life Probs. in Gov. Ethics*” (2019).

Lecturer: “*Ethics Training for Municipal Officers and Employees*”

- Office of the Nassau County Executive (2018);
- Nassau County Legislature (2018);
- Rockland County Community College Board of Trustees (2019);
- County of Oneida (2020) (deferred due to COVID-19 pandemic)
- County of Nassau (2016, 2011);
- County of Rockland, (2012, 2010);
- County of St. Lawrence (2007);
- County of Westchester Board of Ethics (2021, 2013);
- Town of Hempstead Board of Ethics (2021)
- Town of Oyster Bay (2017-2020);
- Town of East Fishkill (2017)
- Town of Huntington (2016, 2018-2019);
- Town of Monroe (2019);
- Town of Clifton Park (2020, 2014, 2013, 2011, 2010, 2009);
- Town of Halfmoon (2015);
- Town of Malta (2014);

Lecturer: “*Best Practices for Village Officers and Employees*”

- City of Peekskill (2011);
- Village of Sag Harbor Board of Ethics (2021);
- Town of Yorktown (2013);
- Town of Milton (2011);
- Town of Putnam Valley (2016, 2008, 2006);
- Town of North Hempstead (2007);
- Town of Southampton (2004);
- Village of Old Brookville (2011);
- Town of Oyster Bay (2017-2018);
- Village of Rockville Centre (2009, 2006);
- Village of Manorhaven (2021, 2016);
- Village of Muttontown (2015, 2008).

Professional Speaking Activities (cont.)

Lecturer: Town of No. Hempstead, “*Financial Disclosure for Town Officers and Employees*” (2007).

Program Chair, Theodore Roosevelt American Inn of Court, “*Municipal Ethics*” (2011).

Lecture: Village of Westbury, Constitution Day Celebration, *The United States Constitution in History and in the Village Courts Today* (2010).

Lecture: Dean’s Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, NYU School of Medicine Master Scholars Program, “*May a Physician be Fired for Refusing to Violate the Ethics of the Med. Profession?*” (2004);

Lecture: Rivkin Radler LLP, Cont. Legal Ed. Program, “*Government Ethics*” (2001);

Lecturer: Hicksville United Methodist Church, Outreach Program, “*Living Wills, Health Care Proxies, and Other Advance Directives*” (2001);

Lecture: American Soc. of Women Accountants, “*Corp. Shareholder Agreements*” (1988);

Lecture: Tax and Accounting Institute, School of Professional Accountancy, Long Island University, “*Corporate Shareholder Agreements*” (1987).

Program Chair: The Shanti Fund, “*Wake Up Manju!*” (1998).

Publications

Editor and contributing author, “*Municipal Ethics In New York: A Primer for Attorneys and Public Officials*”, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (2016), Chapters:

- *Article 18: NY’s Conflict of Int. Law for Municipal Officials* (with Mark Davies)
- *Running a Local Municipal Ethics Board, Ten Steps to a Better Board*
- *How to Analyze an Ethics Problem: Recognizing Common Law Conflicts of Interest*

Editor and contributing author, “*Municipal Ethics In New York: A Primer for Attorneys and Public Officials*”, New York State Bar Association, Municipal Law Section, Committee on Government Ethics and Professional Responsibility (2016), Chapters (cont.):

- *Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law.*

Publications (cont.)

Contributing author, “*Practice Guide to Village, Town and District Courts in New York*”, Thomson West (2019), *Statement of Rights and Procedures in Village Justice Court*.

Contributing author, “*Goldfeder’s Election Law*”, New York Legal Publishing Corp. (2020), Chapter: *Ethics for Election Law Practitioners*.

Co-Author, with Mark Davies, The Municipal Lawyer, NYS Bar Assoc., Local and State Gov. Law Sec.:

- “*Ripped from the Headlines: The Impeachment of President Trump from the Perspective of Local Ethics Laws*” (2020);
- “*Real Life Problems in Government Ethics*” (2019);
- *Local Government Ethics: A Summary and Hypotheticals for Training Municipal Officials*” (2014);
- An “*Abbreviated History of Government Ethics Laws*” (2014);

Author, The Municipal Lawyer, NYS Bar Association, Local and State Gov. Law Sec.:

- “*Lexjac, LLC v. Inc. Village of Muttontown: Second Circuit Clarifies Key Elements of N.Y. Gen. Mun. Law Art. 18*” (2018);
- “*Professor Mark Davies Reflects on a Career in Government Ethics*” (2016);
- “*Talking to the Press: Ethical Considerations for Municipal Attorneys*” (2014 “*The Ethics of Transparency and the Transparency of Ethics: Reconciling the Ethical Duty of Confidentiality under Article 18 of the General Municipal Law with the Duty to Disclose Under the Freedom of Information Law and the Open Meetings Law*” (2013);

Author, The Municipal Lawyer, NYS Bar Association, Local and State Gov. Law Sec.:

- “*The Case for Renaming the Professional Ethics Committee*” (2012);
- “*Communication with Represented Public Officials: The ‘No Contact’ Rule as Applied to the Government Client*” (2012);
- “*How to Analyze an Ethics Prob: Recogn. Com. Law Conflicts of Int.*” (2011);
- “*Needed: A New Statewide Ethics Code for Local Municipalities*” (2009);
- “*Running a Local Municipal Ethics Board: Ten Steps to a Better Board*” (2008);
- “*Running a Municipal Ethics Bd.: Glossary of Municipal Ethics Terms*,” (2006);
- “*Running a Municipal Ethics Bd.: Is Ethics Advice Confidential?*” (2004).

Author, “*Lexjac, LLC v. Inc. Village of Muttontown: Second Circuit Clarifies Key Elements of N.Y. Gen. Mun. Law Art. 18*” New York Zoning Law and Practice Report Newsletter, Thomson Reuters (2018).

Author, *Running a Municipal Ethics Board: Tips for Drafting Advisory Opinions*,

Publications (cont.)

Talk of the Towns, New York State Association of Towns; International Visitors' Manual, New York City Conflicts of Interest Board; and website of the NYS Bar Association (2004).

Author, The Nassau Lawyer, Nassau County Bar Association

- “*Lincoln, Emancipation and Juneteenth*” (2021);
- “*Restoring Public Confidence in Government*” (2017);
- “*The Case for Renaming the Ethics Committee*” (2012);
- “*Why Do We Need a Government Ethics Code?*” (2004).

Awards and Recognition

Honoree, *Hispanic Heritage Month*, Long Island Hispanic Bar Association, Amistad Long Island Black Bar Association, Nassau County Women’s Bar Association and Nassau County Bar Association, “for dedicated service and unwavering support to the legal and Latino community”, (2018).

Recipient, *Frank J. Santagata Memorial Award*, Nassau Co. Magistrates Assoc.: for “exemplary ethics, professionalism, love of the law, and devotion to justice for all” (2014).

Recipient, *Directors Award*, Nassau County Bar Assoc.: for “work[ing] tirelessly to advance the goals of the Assoc. and enhance the practice of law in Nassau Co.” (2006).

Cited as Expert on Government Ethics, *The New York Times* (September 21, 2004).

Recipient, *Shanti (Peace) Award*, “for selfless and visionary help to the Indian-American community” (1998).

Professional and Civic Associations and Activities**Nassau County Magistrates Association:**

- President, (2010-2011); Vice President, (2009-2010); Secretary, (2008-2009); Treas. (2007-2008); Elected Director (2003-2007);
- **Assoc. Dean (Office of Court Admin.), Continuing Judicial Ed.** (2017-present)
- Chair, Continuing Judicial Education Committee, (2016-present).

American Bar Association

- Member, House of Delegates (2015-2018);
- Fellow, American Bar Association (2005-2013).
- Member (by special appointment) Task Force on Government Ethics (2010);
- Director, New York Bar Foundation (2013-2015), Member (2011-2015).

Professional and Civic Associations and Activities (cont.)**New York State Bar Association**

- **Second Vice Chair** (2021-2023), Secretary (2019-2021), **Local and State Government Law Section** (formerly, Municipal Law Section),;
- Member, Exec. Com., Local and State Gov. Law Section, (2010-present);
- **Co-Chair, Committee on Ethics and Professionalism, Local and State Gov. Law Section**, (2009-present);
- Member, House of Delegates, (2013-2017; 2019-2023);
- Member, Bylaws Committee (2020-2022);
- Member, Voting Rights and Democracy Task Force (2021);
- Member, Nominating Committee (2013-2018);
- Member, Committee on Standards of Attorney Conduct (2014-2019);
- Member, Committee for Bar Leaders of New York State (2016, 2020-present);
- Member, Committee on Attorney Professionalism (2001-2002);

Nassau County Bar Association

- **President (2017-2018)**, President Elect (2016-2017), Vice President (2015-2016), Second VP (2014-2016), Treasurer, (2013-2014), Secretary (2012-2013);
- Elected Director, (2003-2006; 2007-2010);
- Chair, Nominating Committee (2019-2020), Vice-Chair (2018-2019);
- Chair, Awards Committee (2018-2019);
- Chair, Access to Justice Committee (2014-2016);
- Chair, Non-Dues Revenue Task Force (2016);
- Chair, Investment Committee (2013-2014);
- Chair, Domus (House) Committee (2010-2012); Chair, Finance Oversight Committee (2005-2006; 2008-2010);
- Chair, Municipal Law Committee (2001-2003);
- Member, Justice Courts Task Force (2007);
- President, Nassau Bar Foundation (2018-2019)
- Trustee, Nassau Academy of Law (2003-2006; 2007-2010; 2012-2016);
- Secretary-Treasurer, Nassau Bar Foundation (2017-2018).
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Member, Long Island Council of Bar Leaders (2010-2011).
- Director, Nassau County Bar Association Assigned Counsel Defender Plan, Inc. (2003-2006, 2007-2010, 2012-2016);
- Director, Bar Association of Nassau County Fund Inc. (2012-2016);
- Member, Long Island Council of Bar Leaders (2010-2011);
- Mentor, NCBA Long Island Legal Diversity Fellowship (2020).

Professional and Civic Associations and Activities (cont.)

Director, Nassau-Suffolk Legal Services Committee, Inc. (2012-2022); Chair, Audit and Finance Committee (2019-present); Member, Nominating Committee (2016-2019).

Competition Judge

- Moot Court Competition, Nassau Academy of Law (2003-2013, 2015-17, 2020);
- Moot Court Competition, Hofstra Law School (2008, 2011-2013, 2015-2019);
- Natl. Civil Rights Trial Comp., St. John's Univ. Law School (2005, 2012, 2018).
- Statewide High School Mock Trial Competition (2005, 2008-2015, 2017-2019);
- Plainview High School Mock Trial Competition (2016, 2019);

Member, Theodore Roosevelt American Inn of Court (2009-2018).

Member, Council on Gov. Ethics Laws (nat'l org. of gov. ethics admins.) (2006-2007).

Participant (by invitation), Dean's Colloquium on Medical Ethics, The June Chinn Society for Bioethics and Human Rights, New York University School of Medicine Master Scholars Program (2004).

President, Chamber Players International (formerly, The Sea Cliff Chamber Players) (1996-1997, 1999-2009); Secretary-Treasurer (1993-1996).

Treasurer, Nassau County Firefighters Museum and Education Center (2008-2009); Member, Executive Committee, Board of Directors, (2004-2009).

Member, Board of Directors, Andrew Glover Youth Program, New York County Criminal Court (1983-1985).

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: Steven G Leventhal
Date of birth: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 15 Remsen Avenue
City: Roslyn State/Province/Territory: NY Zip/Postal Code: 11576
Country: US
Telephone: (516) 484-5440

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	04/03/2000
Vice President			
(Other)			

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

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

100% equity interest

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

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

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

Nassau County Bar Association- President
Nassau County Bar Foundation, Inc.- President
Duck Pond Associates- Partner
Old Roslyn Management Corp- President
Setauket Village Market, LLP- Managing Member

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.

1 File(s) uploaded: Supplement to Disclosure Forms 9-8-21.pdf

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

--

I, Steven G. Leventhal , 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, Steven G. Leventhal , 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.

Leventhal, Mullaney & Blinkoff, LLP

Name of submitting business

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

Steven G. Leventhal ADMIN@LMBESQ.COM

Managing Partner

Title

11/03/2022 02:44:48 pm

Date

Steven G. Leventhal

Supplement to Disclosure Forms, Principal Questionnaire, Question 12.

In an order dated March 27, 2017, Nassau Supreme Court Justice McCormack granted a litigation adversary's motion for sanctions pursuant to 22 NYCRR 130-1.1. The sanction was imposed for speaking objections made at a series of depositions.

The sanction here was imposed in a trial level judicial proceeding with respect to a zoning regulation. It was not imposed in a proceeding before the Grievance Committee or the Appellate Division; it was not a sanction imposed in a judicial or administrative proceeding with respect to my professional license.

COUNTY OF NASSAU

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

1. Name of the Entity: Leventhal, Mullaney & Blinkoff, LLP

Address: 15 Remsen Avenue

City: Roslyn State/Province/Territory: NY Zip/Postal Code: 11576

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Ltd. Liability Co (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):

First Name	<u>Steven</u>			
Last Name	<u>Leventhal</u>			
MI	<u>G</u>	Suffix	<u></u>	
Address	<u>15 Remsen Ave</u>			
City	<u>Roslyn</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>11576</u>
Country	<u>US</u>			
Position	<u>Managing Partner</u>			

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

First Name	<u>Thomas</u>			
Last Name	<u>Mullaney</u>			
MI	<u>J</u>	Suffix	<u></u>	
Address	<u>15 Remsen Avenue</u>			
City	<u>Roslyn</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>11576</u>
Country	<u>US</u>			

Position	Partner			
First Name	Steven			
Last Name	Leventhal			
MI	G	Suffix		
Address	15 Remsen Ave			
City	Roslyn	State/Province/ Territory:	NY	Zip/Postal Code: 11576
Country	US			
Position	Managing Partner			

First Name	Jeffrey			
Last Name	Blinkoff			
MI	L	Suffix		
Address	15 Remsen Avenue			
City	Roslyn	State/Province/ Territory:	NY	Zip/Postal Code: 11576
Country	US			
Position	Partner			

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.

Steven G. Leventhal, PC- Common Ownership

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:

Steven G. Leventhal [ADMIN@LMBESQ.COM]

Dated: 11/03/2022 03:04:01 pm

Title: Managing Partner

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2022

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 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 USI Affinity 14 Cliffwood Ave, Suite 310 Matawan, NJ 07747	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Leventhal, Mullaney, & Blinkoff, LLP 15 Remsen Avenue Roslyn NY 11576	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CNA INSURANCE COMPANIES	20443
	INSURER B:	
	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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> 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 \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			02/15/2022	02/15/2023	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000 Deductible \$ 10,000

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

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2022

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 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 GLOBAL COVERAGE INC 10252895 358 FIFTH AVENUE 8TH FLOOR NEW YORK NY 10001	CONTACT NAME	
	PHONE (212) 683-2622 (A/C, No, Ext)	FAX (A/C, No)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A Hartford Underwriters Insurance Company NAIC# 30104	
INSURED LEVENTHAL MULLANEY & BLINKOFF LLP 15 REMSEN AVE ROSLYN NY 11576-2102	INSURER B	
	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/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIAB LITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			10 SBA AS3RGR	05/16/2022	05/16/2023	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	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10 SBA AS3RGR	05/16/2022	05/16/2023	COMB NED S NGLE L MIT (Ea accident)	\$1,000,000
			BODILY INJURY (Per person)					
			BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			10 SBA AS3RGR	05/16/2022	05/16/2023	EACH OCCURRENCE	\$1,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLA MS-MADE				AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10 SBA AS3RGR	05/16/2022	05/16/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			E.L. EACH ACCIDENT					
			E.L. DISEASE -EA EMPLOYEE					
			E.L. DISEASE - POLICY L MIT					
A	Data Breach - Defense & Liab Covg			10 SBA AS3RGR	05/16/2022	05/16/2023	Limit	\$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Nassau County
1550 FRANKLIN AVE
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

Susan L. Castaneda

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 112751458
STEVEN G LEVENTHAL PC
15 REMSEN AVENUE
ROSLYN NY 11576



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER STEVEN G LEVENTHAL PC 15 REMSEN AVENUE ROSLYN NY 11576		CERTIFICATE HOLDER NASSAU COUNTY 1550 FRANKLIN AVENUE MINEOLA NY 11501	
POLICY NUMBER [REDACTED]	CERTIFICATE NUMBER 547925	POLICY PERIOD 01/18/2022 TO 01/18/2023	DATE 11/28/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 812 007-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 977012220



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

TO: Robert Cleary
Director of Procurement Compliance

FROM: Mary J. Nori
Assistant County Attorney

DATE: December 7, 2022

SUBJECT: Delay Memo – Leventhal, Mullaney & Blinkoff, LLP

The purpose of this memo is to explain the delay in the processing of a new contract between the County and Leventhal, Mullaney & Blinkoff, LLP (“Leventhal” or “Counsel”). Counsel was selected after an RFP was issued on October 12, 2021. Three proposals were received in response to this solicitation, however they arrived at the end of last year, right before a transition from the prior administration to the current one. The selection committee, consisting of new members of the Board of Ethics, selected Counsel and an award was made mid-October 2022. Thereafter a contract was drafted and sent to Counsel which was signed and returned mid to late November. The term of the contract commenced on November 1, 2022, so the delay is slight.

Counsel was asked to update his disclosure forms which he completed on November 18, 2022. Once the forms were completed, we prepared our documents, uploaded, and started the County routing process for 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". The signature is written in black ink and is positioned above a horizontal line.

MARY J. NORI
Assistant County Attorney