



Certified: --

E-38-24

FILED WITH THE NASSAU COUNTY CLERK OF THE
LEGISLATURE MARCH 4, 2024 4:20PM

NIFS ID: CQAT23000018

Capital:

Contract ID #: CQAT23000018

NIFS Entry Date: 06/22/2023

Department: County Attorney

Service: special counsel (Senate Bill 3505)

Term: March 10, 2023, until completion of services

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: Genova Burns LLP	ID#: 990645103
Main Address: Trinity Centre New York, NY 10006 Contract Specific Address: Trinity Centre 115 Broadway, 15th Floor New York, NY 10006	
Main Contact: Rosalie Acevedo	
Main Phone: (973) 230-2086	

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

Contract Summary

Purpose: This is a new contract with Genova Burns LLP ("Counsel"), the special counsel firm selected to represent the County in the reviewing, evaluating, and analyzing proposed NY Senate Bill 3505 (Skoufis) to determine the viability of a prospective litigation challenge.

Method of Procurement: The need arose to retain the services of outside counsel to review, evaluate and analyze a proposed NY Senate Bill 3505 to determine the viability of prospective litigation challenging same on behalf of the County of Nassau. The implications of this legislation, if adopted, would affect future local elections. In this streamlined solicitation, the County Attorney's Office reviewed the existing special counsel panel for firms with relevant expertise in major election law matters and was unable to find one. This matter involves certain nuances that required the special expertise and availability that came with the Genova Burns firm. Genova Burns LLP is noted for its Election Law practice in the region. Among many other things, they have served as counsel to state and local governments in election matters such as the Counties of Mercer, Essex, Bergen NJ; City of Newark; Township of Montclair, among numerous others, where they provided advice and representation on questions

of ballot design, ballot access, election administration, and the like. They have served for over 4 decades as counsel to both Congressional and State redistricting and legislative apportionment commissions, as well as to member caucuses of such commissions under the New Jersey Constitution. Aside from Counsel's impressive credentials, they were willing and able to address the urgency of the matter immediately. Given the exigencies for the consideration of the legislation at issue, the firm needed to commence their services immediately. Due to this compelling need for Counsel's immediate services, and their availability to step immediately in, Counsel was selected as a sole source.

Procurement History: New contract. Please see method of procurement above.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: The maximum amount of this contract is \$500,000. The initial encumbrance will be \$150,000.

Change in Contract from Prior Procurement: N/A - this is a new contract.

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	\$150,000.00
						TOTAL	\$150,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$150,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$150,000.00

Routing Slip

Department			
NIFS Entry	Mary Nori	06/27/2023 02:14PM	Approved
NIFS Final Approval	Mary Nori	06/27/2023 02:14PM	Approved
Final Approval	Mary Nori	06/27/2023 02:14PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	06/28/2023 10:59AM	Approved
RE & Insurance Verification	Andrew Amato	06/28/2023 08:47AM	Approved
NIFS Approval	Mary Nori	07/05/2023 12:10PM	Approved
Final Approval	Mary Nori	07/05/2023 12:10PM	Approved
OMB			
NIFS Approval	Jenna Ferrante	06/29/2023 02:16PM	Approved
NIFA Approval	Irfan Qureshi	07/03/2023 02:17PM	Approved
Final Approval	Irfan Qureshi	07/03/2023 02:17PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	07/05/2023 12:36PM	Approved
DCE Compliance Approval	Robert Cleary	11/21/2023 11:44AM	Approved
Vertical DCE Approval	Arthur Walsh	02/28/2024 01:09PM	Approved
Final Approval	Arthur Walsh	02/28/2024 01:09PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/04/2024 04:04PM	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. – 2024

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 GENOVA BURNS LLP.

WHEREAS, the County negotiated a personal services agreement with Genova Burns 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 agreement with Genova Burns 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) **Genova Burns LLP**, with an office located at 115 Broadway, 15th Floor, Trinity Centre, New York, New York 10006 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

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

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

1. Term. This Agreement shall commence on March 10, 2023, and shall terminate upon the completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of reviewing, evaluating and analyzing proposed NY Senate Bill 3505 (Skouffis) to determine the viability of a prospective litigation challenge on behalf of the County (the "Services"). Services under this Agreement shall include, but not be limited to, affirmative action on behalf of the County, and such other Services as may be required to fully represent the County. 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 Five Hundred Thousand Dollars (\$500,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

- | | |
|----------------------------|----------|
| (i) Partner: | \$500.00 |
| (ii) Associate: | \$375.00 |
| (iii) Paralegal/Law Clerk: | \$175.00 |

(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.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be One Hundred Fifty Thousand Dollars

(\$150,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest,

human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

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

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, Counsel has disclosed as part of its response to the County's Business History Form, or other

disclosure form(s), any and all instances where Counsel employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Counsel shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgments 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.

[Remainder of Page Intentionally Left Blank.]

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

GENOVA BURNS LLP

By: 

Name:

JAMES M. BURNS

Title:

MANAGING PARTNER

Date:

3/1/24

NASSAU COUNTY

By: 

Name:

Thomas H. Adams

Title:

County Attorney

Date:

March 1, 2024

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW-YORK) Jersey
) ss.:
COUNTY OF NASSAU) Essex

On the 1 day of March in the year 2024, before me personally came James M. Burns to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Essex; that he or she is the Managing Partner of Genova Burns LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Moncenisio C. Rodriguez
NOTARY PUBLIC

ISMAIRY C. RODRIGUEZ
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 4/21/2028

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

On the 1st day of March in the year 2024 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the **County Attorney**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

Charter Section 1101.


NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2027

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

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

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful,

the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand

dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, 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:

JAMES M. BURNS

(Name)

494 BROOK STREET, NORTH

(Address)

923 535 7101

(Telephone Number)

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

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

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

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

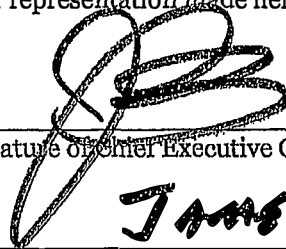
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

Dated

3/1/24

Signature of Chief Executive Officer



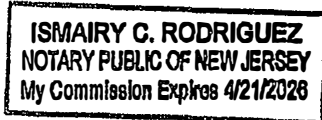
JAMES M. BURNS

Name of Chief Executive Officer

Sworn to before me this

1 day of March, 2024.

Ismairy C. Rodriguez
Notary Public





Nassau County Interim Finance Authority

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

1. Vendor: Genova Burns LLP

2. Amount requiring NIFA approval: \$500,000.00

Amount to be encumbered: \$150,000.00

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: to March 10, 2023, until completion of services

Has work or services on this contract commenced? Yes

If yes, please explain: Services mentioned in contract had to commence immediately due to the nature of the matter Counsel is

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 Genova Burns LLP ("Counsel"), the special counsel firm selected to represent the County in the reviewing, evaluating, and analyzing proposed NY Senate Bill 3505 (Skoufis) to determine the viability of a prospective litigation challenge.

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

07/03/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Genova Burns LLP

CONTRACTOR ADDRESS: 115 Broadway, 15th Floor, Trinity Centre, NY, NY 10006

FEDERAL TAX ID #: [REDACTED]

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

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

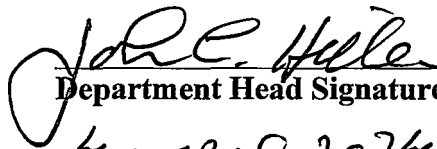
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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
4 March 2024

Date

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

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



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

TO: Robert Cleary, Chief Procurement Officer
Thomas A. Adams, Nassau County Attorney
John Hiller, Chief Deputy County Attorney

FROM: Mary J. Nori, Assistant County Attorney


DATE: April 26, 2023

RE: Sole Source Justification for the Selection of Outside Counsel – Genova Burns LLC

The need arose to retain the services of outside counsel to review, evaluate and analyze a proposed NY Senate Bill 3505 for the purposes of determining the viability of a prospective litigation challenging same on behalf of the County of Nassau. This legislation seeks to unilaterally change the New York Constitution and proposes to change the timing of certain local elections from off-numbered years to even-numbered years, directly contrary to Article XIII, Section 8 of the New York Constitution. If adopted, this legislation proposes to become effective in the next subsequent odd numbered year local election cycle. With its consideration now presently pending, and the immediate concern to County Administration given its implications for future local elections, our office reviewed the special counsel panel for firms with relevant expertise in major election law matters and was unable to find same. Genova Burns, LLC is a firm noted for its Election Law practice in the region. Among other things, they have served as counsel to state and local governments in election matters (e.g. Counties of Mercer, Essex, Bergen NJ; City of Newark, Township of Montclair among numerous others) where they have provided advice and representation on questions of ballot design, ballot access, election administration, and the like. They have also served as counsel to both Congressional and State redistricting and legislative apportionment commissions, as well as to member caucuses of such commissions under the New Jersey Constitution, over the past 4 decades. Not only are their credentials impressive, which is the level of expertise needed for the matter at hand, but the firm is willing and able to address the urgency of the matter immediately.

Given the exigencies for the consideration of the legislation at issue, the firm was needed to commence their services immediately. The anticipated start date of their services is March 10, 2023. Due to this compelling need for Counsel's immediate services, the process for selecting Counsel had to be truncated.

The firm typically charges \$950 hourly for partners, however, has agreed to provide a discounted rate of \$500 per hour for this project. Their associate rate will be \$375 hourly. The discounted rates quoted by Genova Burns are within the hourly rates established by the County.



Mary J. Nori



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:

Rosalie Acevedo [RACEVEDO@GENOVABURNS.COM]

Dated: 03/01/2024 02:39:19 pm

Vendor: Genova Burns LLP

Title: CFO

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: Angelo J Genova
Date of birth: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 115 Broadway, 15 Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10006
Country: US
Telephone: 212 566 7188

Other present address(es):
City: _____ State/Province/Territory: NJ Zip/Postal Code: _____
Country: US
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	<u>01/01/1989</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>01/01/1989</u>
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
60%

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

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

Genova Burns LLC
GBV Realty

Board Member on the the following non-profits:

John Cabot University, Big Brother/Big Siter of Essex, NJ City University Business, Xyla Board, Opportunity Project Board, Montclair State Foundation, Hudson County Chamber of Commerce, NJ Hall of Fame, Italian American Leadership Council, Meadowlands Chamber Foundation, Screen alliance of New Jersey, and Newark Alliance

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

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

- b. Is there any misdemeanor charge pending against you?

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

- c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

--

I, Angelo Genova , 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, Angelo Genova , 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.

Genova Burns LLP

Name of submitting business

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

Angelo Genova AGENOVA@GENOVABURNS.COM

Partner

Title

03/04/2024 12:28:13 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: James M Burns
Date of birth: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Country: US

Business Address: 115 Broadway, 15th Floor
City: New York State/Province/Territory: NY Zip/Postal Code: 10006
Country: US
Telephone: 973 533 0777

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	01/01/1989
Vice President			
(Other)			

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

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

40%

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.

Genova Burns LLC
GBV Realty
Crew Breif LLC
Twentytwo Group LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, James M Burns , 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, James M Burns , 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.

Genova Burns LLP

Name of submitting business

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

James M Burns JBURNS@GENOVABURNS.COM

Partner

Title

03/04/2024 12:24:41 pm

Date

Business History Form

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

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

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

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

Date: 03/01/2024

1) Proposer's Legal Name: Genova Burns LLP

2) Address of Place of Business: Trinity Centre, 115 Broadway, 15th floor

City: New York State/Province/
Territory: NY Zip/Postal
Code: 10006

Country: US

3) Mailing Address (if different): 494 Broad Street

City: Newark State/Province/
Territory: NJ Zip/Postal
Code: 07102

Country: US

Phone: (973) 230-2086

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

4) Dun and Bradstreet number: _____

5) Federal I.D. Number:

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

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

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

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

YES ☐ NO ☒ If yes, please provide details:

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

YES ☒ NO ☐ If yes, please provide details:

Genova Burns LLC

- 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 conflicts exist

(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 exist

(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 exist

- 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.

Our law firm has a process whereby potential clients are vetted through our data base to determine whether we are adverse or in conflict with any current client or relationship in our data base. We have an in house firm Ethics Counsel who considers and opines on our behalf on both general and specific ethics questions posited by prospective and current engagements and by the attorneys to be engaged.

- 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;

01/10/2024

- 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.

Angelo J Genova, [REDACTED] Partner
James M Burns [REDACTED] Partner

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

Angelo J Genova 9 Frederick Court Cedar Grove NJ 07009
James M Burns 155 Washington Street Jersey City NJ 07302

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

105

- vi) Annual revenue of firm;

[REDACTED]

- vii) Summary of relevant accomplishments

Number of employees and revenue are based on Genova Burns LLC which associated with Genova Burns LLP a newly formed entity

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

- B. Indicate number of years in business.

35

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

Nearly formed entity associated with Genova Burns LLC which has been performing legal services for the past 35 years.

- 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	County Clerk of Essex County		
Contact Person	Christopher J Durkin		
Address	465 Dr. Martin Luther King Boulevard		
City	Newark	State/Province/Territory	NJ
Country	US		
Telephone	(973) 621-4921		
Fax #			
E-Mail Address	cdurkin@clerk.essexcountynj.org		

Company	County of Mercer		
Contact Person	Paula Sollami Covello		
Address	209 South Broad Street		
City	Larenceville	State/Province/Territory	NJ
Country	US		
Telephone	(609) 989-6464		
Fax #			
E-Mail Address	pscovello@mercercounty.org		

Company	New Jersey Intergovernmental Insurance Fund		
Contact Person	Al Barlas		
Address	55 Madison Avenue, Suite 400		
City	Morristown	State/Province/Territory	NJ
Country	US		
Telephone	(973) 634-4943		
Fax #			
E-Mail Address	albarlas@hotmail.com		

I, Rosalie Acevedo , 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, Rosalie Acevedo , 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: Genova Burns LLP

Electronically signed and certified at the date and time indicated by:
Rosalie Acevedo RACEVEDO@GENOVABURNS.COM

CFO

Title

03/04/2024

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Genova Burns LLP

Address: Trinity Centre 115 Broadway, 15th Floor

City: New York State/Province/Territory: NY Zip/Postal Code: 10006

Country: US

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

3. Type of Business: Partnership (specify)

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

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

If none, explain.

Angelo J Genova	[REDACTED]
James M Burns	[REDACTED]

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.

Genova Burns LLC

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:

Rosalie Acevedo [RACEVEDO@GENOVABURNS.COM]

Dated: 03/04/2024 11:52:12 am

Title: CFO

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.



December 2023

COLLEEN CONWAY
GENOVA BURNS LLC
494 BROAD STREET
NEWARK, NJ 07102

Re: Policy # 00899792-0000- New Jersey Temporary Disability Benefits (NJ TDB)
2024 Annual Updates and Guardian Policy Amendment Riders

Dear Valued Customer,

The State of New Jersey announced the annual rate and benefit provisions for the 2024 calendar year. Details of these updates are outlined below and will be effective January 1, 2024, for all policy holders. Amendment Riders for both your Guardian NJ TDB Policy and Notice of Compliance Posters, as well as updated Notice of Compliance Posters for 2024 are included for you to share with your NJ covered employees.

2024 NJ TDB Benefit Provision Updates		
Weekly Benefit	85% of employee’s average weekly wage, up to a maximum of \$1,055 per week.	
Maximum Employee Contribution Rate	0.00% of the employee’s covered wages during the calendar year, up to the annual maximum of \$0 . (No employee contributions required for 2024)	
Taxable Wage Base Annual Maximums	\$161,400 - Employee	\$42,300 - Employer
Claim Eligibility Earnings Requirement Base Week: \$283 Alt Earnings Test: \$14,200	A worker must have worked 20 weeks earning at least \$283 weekly or have earned a combined total of \$14,200 in what is called a “base year.” The base year is defined as the first four of the last five completed calendar quarters prior to the start of a claim. The wages earned during the base year will determine the weekly benefits that a worker is eligible to receive.	

KEY CONSIDERATIONS TO PREPARE FOR THE UPCOMING CALENDAR YEAR

- ☐ **Educate Managers and HR Administrators** of the upcoming rate and benefit changes.
- ☐ **Consult with Your Payroll Department/Vendor** to confirm that both internal payroll department and external payroll vendor are prepared to apply correct employee payroll deductions for the new calendar year.
- ☐ **Update Your Company Employee Handbooks, Benefit Guides, Leave Policies and New Employee Welcome Kits**, as needed, to reflect the updated NJ state mandated benefit provisions.
- ☐ **Inform your Employees of the updated benefit provisions** which will take effect as of January 1, 2024 and inform them of their updated payroll deduction rate for these benefits. The enclosed Notice of Compliance posters should be properly posted within the workplace to ensure that they are readily accessible by all covered employees.

If you still have additional questions, we can help. You can visit the Guardian Anytime NJ TDB webpage at <https://www.guardianlife.com/absence-management/fmla/new-jersey> or you can visit the State website at <https://www.myleavebenefits.nj.gov/labor/myleavebenefits/>. If additional assistance is needed, contact your Guardian Sales Consultant or our Customer Response Unit at 1-888-278-4542 or CRU@glic.com.

We appreciate your business and are here to help you and your employees.

Sincerely,

The Guardian Life Insurance Company of America

enclosures

The information in this letter is intended for informational purposes and is not intended as legal advice. Please consult with appropriate professionals for legal, tax, and compliance advice. All terms of coverage, including benefits, eligibility, coverage limitations and exclusions under Guardian's New Jersey Temporary Disability benefits (TDB) plan will comply with NJ TDB law and regulations. Any optional riders and/or features which may be available may incur additional costs. If there is a discrepancy between this document and the Certificate/Group Policy issued by The Guardian Life Insurance Company of America, the Group Policy will govern. Guardian policy number TDB GP-1-TDB-01. Links to external sites are provided for your convenience in locating related information and services. Guardian, its subsidiaries, agents, and employees expressly disclaim any responsibility for and do not maintain, control, recommend, or endorse third-party sites, organizations, products, or services and make no representation as to the completeness, suitability, or quality thereof.

© Copyright 2023 The Guardian Life Insurance Company of America. GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America®

2023-163673 Exp. 10/25

TDB POLICY RIDER

ATTACHED TO AND MADE PART OF GROUP INSURANCE POLICY NO. GTDB-00899792-0000-R

issued by

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
(herein called GUARDIAN)

to

GENOVA BURNS LLC

(herein called the Policyholder)

1. Effective January 1, 2024 this rider amends this policy as follows:

- **SECTION 6. EMPLOYEE CONTRIBUTIONS** is replaced by the following:

Section 6. EMPLOYEE CONTRIBUTIONS: The maximum amount that an insured Employee may contribute to the cost of the Temporary Disability Benefits shall not exceed 0.00% of the Taxable Wage Base in effect for the current calendar year. Therefore, an Employee is not required to contribute to the cost of the Temporary Disability Benefits provided under this Policy for the 2024 calendar year.

This rider is a part of this policy. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this policy.

The Guardian Life Insurance Company of America



Michael Prestileo
Vice President

TDB NOTICE RIDER

**REGARDING THE NOTICE OF COMPLIANCE ISSUED IN CONJUNCTION WITH
GROUP INSURANCE POLICY NO. GTDB-00899792-0000-R**

issued by

The Guardian Life Insurance Company of America
(herein called GUARDIAN)
to

GENOVA BURNS LLC

(herein called the Policyholder)

Effective January 1, 2024, this rider amends the Notice of Compliance as follows:

1. The maximum average weekly wage amount as shown in the "WEEKLY DISABILITY BENEFIT AMOUNT" section is changed to "\$1,055.00".
2. The two bullets in the definition of "Taxable Wage Base" in the "DEFINITIONS" section are replaced with the following:
 - For the Employee, on the basis of 107 times the Statewide Average Weekly Wage. The Employee Taxable Wage Base for the calendar year 2024 is \$161,400.00.
 - For the Employer, on the basis of 28 times the Statewide Average Weekly Wage. The Employer Taxable Wage Base for the calendar year 2024 is \$42,300.00.
3. The Base Week minimum earnings amount as shown in the "Base Week" section of the "DEFINITIONS" is replaced by the following:

The Base Week minimum earnings for the calendar year 2024 are \$283.00
4. The "EMPLOYEE CONTRIBUTIONS" section is replaced with the following:

EMPLOYEE CONTRIBUTIONS. The maximum amount that an Employee may contribute to the cost of the Temporary Disability Benefits shall not exceed 0.00% of the taxable wage base of \$161,400.00. Therefore, an Employee is not required to contribute to the cost of the Temporary Disability Benefits provided under this Policy for the 2024 calendar year.
5. The minimum earnings requirement as shown in item 2. of the section "REQUIREMENTS FOR ENTITLEMENT" is replaced as follows:

The minimum earnings requirement for the calendar year 2024 is \$14,200.

Except as stated in this rider, nothing contained in this rider changes or affects any other terms or provisions of the Notice of Compliance.

The Guardian Life Insurance Company of America



Michael Prestileo, Vice President

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

The Employer, GENOVA BURNS LLC , hereby gives notice of compliance with the provisions of the New Jersey Temporary Disability Benefits Law and Regulations.

Temporary Disability Benefits for insured Employees during periods of NON-OCCUPATIONAL Disability are provided, as follows, by:

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
10 Hudson Yards, New York, NY, 10001

COVERED EMPLOYEES: All Eligible Employees

WEEKLY DISABILITY BENEFIT AMOUNT: 85% of the Employee's average weekly wage up to a maximum of \$1,055.00. Benefits will be paid at a rate of 1/7 of the weekly benefit for each day that the insured Employee is disabled. Benefits will be computed to the next lower multiple of \$1.00, if not already a multiple of \$1.00.

DISABILITY BENEFITS PAYABLE: (a) an amount equal to 1/3 of the total wages payable by covered employers to the Employee during the Base Year; or (b) 26 times the weekly benefit amount, whichever is lesser.

BENEFITS BEGIN:

FOR A PERIOD OF DISABILITY WHICH IS THE RESULT OF THE DONATION OF ANY ORGAN OR BONE MARROW BY THE EMPLOYEE: 1st day of Disability.

ACCIDENT: 8th day of Disability.

SICKNESS: 8th day of Disability.

If benefits are payable for 3 consecutive weeks, then benefits will be paid from the first day of accident or sickness.

PARTIAL DISABILITY BENEFITS PAYABLE:

To be eligible for a Partial Disability Benefit, the following conditions must be met:

- The Employee must have been totally unable to perform the duties of employment due to Disability and receiving full benefits for at least 7 consecutive days; and
- The Employer must grant permission for the Employee to return to work on a reduced basis.

If these conditions are met, the Benefit amount payable for Partial Disability will be an amount of benefits with respect to that week such that the sum of the Wages and those benefits paid to the Employee, rounded to the next lower multiple of \$1.00, will equal the weekly benefit amount the Employee would have been paid if totally unable to perform the duties of employment due to Disability.

The maximum amount of benefits payable to an insured Employee for each period of Partial Disability will be 8 weeks, unless the Division, after a review of medical documentation from a Qualified Healthcare Provider, approves in writing an extension beyond eight weeks, but in no case will the duration be extended to more than 12 weeks.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

If the Employee is able to return to work on a reduced basis but the Employer is unable or otherwise chooses not to permit the Employee to do so, the Employee will continue to be eligible for Disability benefits until he or she is fully recovered from the Disability and able to perform the duties of employment, but nothing in this section shall be construed as increasing the total number of weeks of Disability benefits for which the Employee is eligible.

LIMITATIONS. No benefits will be payable to the Employee:

1. For the first 7 consecutive days of each Period of Disability. If, however, benefits are payable for 3 consecutive weeks, with respect to any Period of Disability, then benefits will also be payable for the first 7 days.
2. For any Period of Disability which did not begin while the Employee was an insured Employee.
3. For any period during which in the case of the Disability of an insured Employee, the Employee is not under the care of a Qualified Health Care Provider who, when requested by GUARDIAN, will certify within the scope of his or her practice, the Disability of the Employee, the probable duration and, where applicable, the medical facts within the practitioner's knowledge. The Employee will have the right to choose his or her own Qualified Health Care Provider.
4. For any Period of Disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the Employee of a crime of the first, second, third, or fourth degree; or for any period during which an insured Employee would be disqualified for unemployment compensation benefits for gross misconduct as defined in the Unemployment Law.
5. For any period during which the Employee performs any work for Wage or profit except as provided in the section "Partial Disability Benefits Payable".
6. In a weekly amount which together with any Wages the Employee continues to receive from the Employer, would exceed his or her regular weekly wages immediately prior to Disability.
7. For any period during which the Employee would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Law due to a labor dispute unless the Disability began prior to such disqualification.

DEFINITIONS

TDB Law means the New Jersey Temporary Disability Benefits Law (TDB Law).

Disability and **Disabled** mean a disability that is compensable subject to the limitations of the TDB Law where an insured Employee suffers any accident or sickness not arising out of and in the course of his or her employment or, if so arising, not compensable under the New Jersey Workers' Compensation Law, and resulting in the insured Employee's total inability to perform the duties of his or her employment.

Partial Disability means a Period of Disability of an Employee who is otherwise eligible for benefits, but is only able to return to employment on a reduced basis while recovering from the Disability.

Division means the Division of Temporary Disability and Family Leave Insurance of the Department of Labor and Workforce Development of the State of New Jersey.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

Employee means an Employee who is a "covered individual" as defined in the TDB Law, and who is employed and compensated for services by the Employer, other than Employees excluded in the section above entitled Covered Employees.

Spouse means the Employee's legal spouse.

An Employee's legal Spouse includes a partner to a civil union when that union is in accordance with New Jersey Law. The civil union partner is treated as a Spouse in marriage, and the civil union as a marriage. Any reference in this Policy to legal divorce or legal separation shall also mean the dissolution of a civil union. Such unions also include same-sex relationships from other jurisdictions that provide substantially all of the rights and benefits of marriage.

Period of Disability and **Disability Period** mean the entire period of time during which an insured Employee is continuously and totally unable to perform the duties of his or her employment. Two Periods of Disability due to the same or related cause or condition and separated by a period of not more than 14 days will be considered one continuous Period of Disability; provided the Employee has earned Wages during the 14 day period with the employer who was his or her last employer just before the first Period of Disability.

Qualified Healthcare Provider means a legally licensed physician, dentist, optometrist, practicing psychologist, podiatrist, chiropractor, certified nurse midwife, advanced practice nurse, or public health nurse acting within the scope of their license.

Wages means all earnings, payable by covered employers to the insured Employee for services. It includes commissions, bonuses and the cash value of all earnings payable in any form other than cash.

Taxable Wage Base means the amount of Wages in a calendar year that is subject to taxation under TDB Law. The amount is determined by the New Jersey Commissioner of Labor and Workforce Development of the State of New Jersey on or before January 1 of each year, and is calculated:

- For the Employee, on the basis of 107 times the Statewide Average Weekly Wage. The Employee Taxable Wage Base for the calendar year 2024 is \$161,400.00.
- For the Employer, on the basis of 28 times the Statewide Average Weekly Wage. The Employer Taxable Wage Base for the calendar year 2024 is \$42,300.00.

Base Week means any calendar week during which the Employee earned in employment from a covered Employer Wages equal to not less than 20 times the State minimum Wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$1.00, if not already a multiple thereof. The Base Week minimum earnings for the calendar year 2024 are \$283.00.

Base Year means the first four of the last five completed calendar quarters immediately preceding the Period of Disability, except that, if the Employee does not have sufficient qualifying weeks or Wages in the Base Year to qualify for benefits, the Employee shall have the option of designating that his or her Base Year shall be the "alternative base year."

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

The "alternative base year" means the last four completed calendar quarters immediately preceding the Period of Disability; and except that if the Employee also does not have sufficient qualifying weeks or Wages in the last four completed calendar quarters immediately preceding the Period of Disability, the "alternative base year" means the last three completed calendar quarters immediately preceding the Employee's benefit year and, of the calendar quarter in which the Period of Disability commences, the portion of the quarter which occurs before the commencing Period of Disability.

If information regarding weeks and Wages for the calendar quarter or quarters immediately preceding the Period of Disability is not available to the Division from the regular quarterly reports of Wage information and the Division is not able to obtain the information using other means pursuant to State or Federal law, the Division may base the determination of eligibility for benefits on the affidavit of an Employee with respect to weeks and Wages for that calendar quarter, including payroll documentation if available. The Division will prescribe the form of the affidavit.

Average Weekly Wage means the amount derived by dividing the Employee's total Wages earned from his or her most recent covered employer during the Base Weeks in the Base Year just before the calendar week in which a Period of Disability began by the number of Base Weeks.

If this computation yields a result which is less than the Employee's Average Weekly Wages in employment, as defined in the New Jersey Unemployment Compensation Law, with all covered employers during the base weeks in the Base Year, then the Average Weekly Wage will be computed on the basis of earnings from all covered employers during the Base Weeks in the Base Year just before the week in which the Period of Disability began or in which an Employee submits a claim for TDB benefits.

Statewide Average Weekly Wage means the Average Weekly Wage paid to workers by employers subject to TDB Law, as determined by the New Jersey Commissioner of Labor and Workforce Development on or before September 1 of each year on the basis of 1/52 of the total Wages reported for the preceding calendar year by such employers, divided by the average number of workers reported by such employers.

TO EMPLOYEES

EMPLOYEE CONTRIBUTIONS. The maximum amount that an Employee may contribute to the cost of the Temporary Disability Benefits shall not exceed 0.00% of the taxable wage base of \$161,400.00. Therefore, an Employee is not required to contribute to the cost of the Temporary Disability Benefits provided under this Policy for the 2024 calendar year.

CONCURRENT EMPLOYMENT. If, by reason of concurrent employment, as defined in the TDB Law and Authorized Regulations, an insured Employee is covered under 2 or more Private Plans to which this Policy applies, the amount of benefit payable for a week or any part of a week in accordance with the following Schedule of Insurance will be apportioned among such plans in the same proportion that the insured Employee earned Wages with each employer under whose Private Plans he or she is covered in the 8 calendar weeks just before the week in which the Period of Disability began. In no event will the insured Employee receive less than the benefit to which he or she is entitled under the most favorable plan, both as to weekly amount or duration.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

REQUIREMENTS FOR ENTITLEMENT. No Employee will be entitled to benefits unless, within the 52 calendar weeks just before the week in which the period of disability began, he or she has:

1. within the Base Year preceding the week in which his or her Period of Disability began, or within the Base Year preceding the week in which he or she submits a claim for benefits under the TDB Law, established at least 20 base weeks; or
2. earned not less than 1,000 times the State minimum wage in effect on October 1 of the previous calendar year, raised to the next higher multiple of \$100.00, if not already a multiple thereof. The minimum earnings requirement for the calendar year 2024 is \$14,200.

CESSATION OF AN EMPLOYEE'S INSURANCE. An Employee's insurance will cease on:

- (A) The insurance on any insured Employee will cease on the date the Employee's employment ends. However, if the Employee becomes Disabled within 2 weeks immediately following the date his or her employment ended and before becoming employed by another covered employer, GUARDIAN will pay the Employee whatever benefits would have been payable had the Employee's Disability begun prior to the date his or her employment ended.
- (B) Insurance will automatically cease upon termination of this Policy. If, however, an insured Employee's employment has ended prior to the termination of this Policy, the benefits described in subsection (A) of this Section will be applicable.

NOTICE AND PROOF OF CLAIM.

Early Notification of Disability

For disabilities commencing on and after October 4, 2019, if an insured Employee knows in advance that a Period of Disability will commence at a future date, the insured Employee may notify the Employer and GUARDIAN of the expected Period of Disability and submit written notice of claim at that time, subject to these conditions:

1. Notice may be given not more than 60 days in advance of the expected Period of Disability, based upon the postmark date of the notice.
2. The notice must include the date the Period of Disability will begin and the fully describe the nature and extent of the Disability.
3. If the insured Employee is not yet eligible for benefits based on his or her Base Weeks or Total earnings at the time the notice of claim is submitted, GUARDIAN will notify the insured Employee that the claim may be resubmitted for consideration at the time the Period of Disability actually commences as described in the rest of this section below.
4. If the claim is determined to be valid, GUARDIAN will begin making payments upon the commencement of the Period of Disability except that if notice of claim is received by GUARDIAN less than 30 days prior to the expected Period of Disability, GUARDIAN will begin making payments no later than 30 days after receipt of the notice.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

Written notice of claim must be given to GUARDIAN within 30 days after the date Disability began. If notice cannot be given within that time, it must be given as soon as reasonably possible.

When GUARDIAN receives notice of claim, forms for providing proof of Disability will be sent to the Employee. If the Employee does not receive these forms within 15 days after Guardian receives notice of claim, the Employee may submit any other written proof that fully describes the nature and extent of the claim. Written proof of Disability must be given to GUARDIAN within 90 days after the date Disability began. If proof cannot be given within that time, it must be given as soon as reasonably possible.

At its own expense, GUARDIAN may designate a Qualified Healthcare Provider to examine the insured Employee when and as often as it may reasonably require while a claim is pending, but not more than once a week. The Employee may request a Qualified Healthcare Provider of the same sex. Refusal to submit to such an examination will disqualify the insured Employee from all benefits for the period of disability in question, except as to benefits already paid.

No action at law or in equity to recover on the policy may be brought before the end of 60 days after required proof of Disability has been given. No action may be brought more than 3 years after proof of loss is required to be given. This provision has no effect on the insured Employee's right of appeal under the Law.

TIME OF CLAIM PAYMENT. GUARDIAN will pay benefits weekly, subject to written proof of Disability. Any balance unpaid at the end of any period for which GUARDIAN is liable will be paid at that time.

PAYMENT OF CLAIMS. All benefits are payable to the Employee. If the Employee dies, benefits will be paid to:

1. A surviving Spouse, or;
2. If there is no surviving Spouse, the Employee's estate.

NONDUPLICATION OF BENEFITS. No benefits will be paid for any Period of Disability for which benefits are paid or payable under the following:

1. Any unemployment compensation or similar law of any State or the Federal government.
2. Any Disability or cash sickness benefit or similar law of any State or the Federal government.
3. Any Workers' Compensation Law, occupational disease law, or similar law of any State or the Federal government, other than benefits for permanent partial or permanent total disability previously incurred.

If an Employee's claim for Disability benefits is contested due to the provisions of the New Jersey Workers' Compensation Law, the insured Employee will be paid the benefits provided under the policy until and unless he or she receives compensation as provided under the provisions of the New Jersey Workers' Compensation Law.

If Workers' Compensation Benefits, other than benefits for permanent partial or permanent total Disability previously incurred, are awarded to the insured Employee for weeks for which he or she has received benefits under this policy, GUARDIAN will be entitled to be subrogated to the insured Employee's rights in such award to the extent of the benefits paid by GUARDIAN. The Employee or his or her legal representative will execute and give to GUARDIAN any instruments that may be needed to secure such subrogation rights.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

Disability benefits will be reduced by the amount paid concurrently under any of the following:

- a) any government or private retirement pension or permanent disability benefit or allowance program to which the Employee's most recent employer contributed on his or her behalf.
- b) any temporary disability benefits from another state or under the maintenance and cure program of Federal Maritime Law.

GUARANTEED MINIMUM BENEFITS. In no event will benefits payable under this private plan be less than the amount or duration of the applicable State plan benefits payable for such Period of Disability.

CONFORMITY TO STATUTE. All terms of the policy will conform to the laws governing it.

RIGHT OF APPEAL. If an Employee and GUARDIAN cannot agree on benefits, the Employee may file a written appeal with the Division within one year after the beginning of the Disability Period for which benefits are claimed. The written appeal should be sent to:

New Jersey Department of Labor and Workforce Development
Division of Temporary Disability and Family Leave Insurance
Private Plan Operations
Claims Review Unit
PO Box 957
Trenton, NJ 08625-0957

EMPLOYEE'S RIGHT TO INSTITUTE A CIVIL ACTION.

- 1) An Employer shall not discharge, harass, threaten, or otherwise discriminate or retaliate against an Employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the Employee requested or took any temporary disability benefits.
- 2) Any Employee or former Employee may institute a civil action against an Employer in the Superior Court if he or she feels that their rights under (1) have been violated. Potential remedies include:
 - a. Civil fines;
 - b. Injunctions;
 - c. Reinstatement of position, benefits and seniority rights;
 - d. Compensation for lost wages, benefits and other remuneration;
 - e. Payment of reasonable costs and attorney fees.

NEW JERSEY TEMPORARY DISABILITY BENEFIT LAW

NOTICE OF COMPLIANCE

Calendar Year 2024

PRIVATE PLAN NO.

GROUP POLICY NO. GTDB-00899792-0000-R

RECOVERY OF OVERPAYMENT.

If it is determined that GUARDIAN overpaid an insured Employee, GUARDIAN has the right to recover such overpayments, subject to all of the following conditions:

- 1) The Overpayment must have occurred on a benefit paid within the prior 4 years.
- 2) GUARDIAN will notify the insured Employee by mail of the determination of an overpayment.
- 3) If the insured Employee does not file an appeal within 20 calendar days following receipt of the notice or within 24 days after GUARDIAN mailed the notice to the insured Employee's last known address, the determination is final.
- 4) If the overpayment occurred due to an error made by the Employer or a Qualified Healthcare Practitioner and the insured Employee did not knowingly misrepresent or withhold any material fact to obtain the benefit, GUARDIAN may withhold no more than 50% of any future benefit check payable to the Insured Employee to recover the overpayment.
- 5) GUARDIAN has the right to waive this provision, and GUARDIAN will always waive this provision if the insured Employee is permanently disabled or deceased at the time the overpayment determination is made.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Genova Burns, LLP 494 Broad Street Newark, NJ 07102	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Chubb Insurance Company of New Jersey</td><td>41386</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td>Peleus Insurance Company</td><td>34118</td></tr><tr><td>INSURER D:</td><td>Ironshore Specialty Insurance Company</td><td>25445</td></tr><tr><td>INSURER E:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER F:</td><td>Travelers Excess & Surplus Lines Company</td><td>29696</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Chubb Insurance Company of New Jersey	41386	INSURER B:	Federal Insurance Company	20281	INSURER C:	Peleus Insurance Company	34118	INSURER D:	Ironshore Specialty Insurance Company	25445	INSURER E:	QBE Specialty Insurance Company	11515	INSURER F:	Travelers Excess & Surplus Lines Company	29696
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Chubb Insurance Company of New Jersey	41386																				
INSURER B:	Federal Insurance Company	20281																				
INSURER C:	Peleus Insurance Company	34118																				
INSURER D:	Ironshore Specialty Insurance Company	25445																				
INSURER E:	QBE Specialty Insurance Company	11515																				
INSURER F:	Travelers Excess & Surplus Lines Company	29696																				

COVERAGES**CERTIFICATE NUMBER:** W32834017**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		3604-81-80 EUC	10/29/2023	10/29/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	(24) 7176-46-88	10/29/2023	10/29/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Lawyers' Professional Liability			LPL409883-0	10/29/2023	10/29/2024	<table><tr><td>Each Claim</td><td>\$5,000,000</td></tr><tr><td>Deductible Each Claim</td><td>\$100,000</td></tr></table>	Each Claim	\$5,000,000	Deductible Each Claim	\$100,000										
Each Claim	\$5,000,000																				
Deductible Each Claim	\$100,000																				

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

This Voids and Replaces Previously Issued Certificate Dated 03/04/2024 WITH ID: W32833549.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Office of the Nassau County Attorney Municipal Transactions Bureau One West Street Mineola, NY 11501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 25514803

BATCH: 3358474



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Genova Burns, LLP 494 Broad Street Newark, NJ 07102	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate holder is included as Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Ironshore Specialty Insurance Company

NAIC#: 25445

POLICY NUMBER: LPL7NABV13T005 EFF DATE: 10/29/2023 EXP DATE: 10/29/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Lawyers' Professional Liability	\$5,000,000 Excess of Deductible Each Claim	\$5,000,000 \$100,000

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company

NAIC#: 11515

POLICY NUMBER: 100010488 EFF DATE: 10/29/2023 EXP DATE: 10/29/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Professional Liability	\$5,000,000 Excess of	\$10,000,000

INSURER AFFORDING COVERAGE: Travelers Excess & Surplus Lines Company

NAIC#: 29696

POLICY NUMBER: 107533010 EFF DATE: 10/29/2023 EXP DATE: 10/29/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Lawyers' Prof Liab	\$5,000,000 Excess of	\$15,000,000



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

TO: Robert Cleary
Director of Procurement Compliance

FROM: Mary J. Nori
Assistant County Attorney

DATE: March 4, 2024

SUBJECT: Delay Memo – Genova Burns LLC

The purpose of this memo is to explain the delay in processing a new contract between the County and Genova Burns LLC ("Counsel"), the special counsel firm selected to represent the County in prospective litigation related to NY Senate Bill 3505.

The term of this contract commenced March 10, 2023. Counsel signed and returned the agreement within two weeks of receipt. Initial delay resulted from completion of the portal forms. Most of the disclosures were completed by May 19, 2023. Between the time the contract package began routing (June 2023) and most recently, expected costs exceeded the initial maximum amount, requiring an update to the agreement. The firm also indicated they wanted to use their New York Office, rather than the New Jersey Office, necessitating changes in all portal forms, including their EIN number. The agreement has been updated, signed, and returned. All matters were completed today.

I trust this memorandum satisfies your inquiry; however, please do not hesitate to contact this office should you have any additional questions.

Mary J. Nori

MARY J. NORI
Assistant County Attorney