Certified: --

E-48-24

FILED WITH THE NASSAU COUNTY CLERK OF THE LEGISLATURE MARCH 18, 2024 2:40PM

NIFS ID: CQAT24000011

Capital:

Contract ID #: CQAT24000011

NIFS Entry Date: 01/09/2024

Department: County Attorney

Service: Special Counsel (Ward)

Term: September 7, 2023, to completion of services.

Contract Delayed:

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:	**No**
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: **Law Office of Vincent D. McNamara**	ID#:**113412357**
Main Address: **1045 Oyster Bay RoadEast Norwich, NY 11732**	
Main Contact: **Vincent McNamara**	
Main Phone: **(516) 922-9100**	

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 Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent the County in the matter known as Kenneth J. Ward Jr. v. Nassau University Medical Center, et. al., EDNY Docket No. 15-cv-5316 (CBA)(ST), a federal §1983 case.

Procurement History: On July 24, 2023, the County Attorney's Office conducted a formal Request for Qualifications ("RFQ") to identify eligible, experienced legal counsel for a broad array of legal areas, and a panel of firms ("Panel") qualified to provide legal services for the County has been established. Counsel has been added to the Panel. In this streamlined solicitation, a total of thirty-one (31) candidates qualified in the areas of section 1983 and municipal defense were solicited from the RFQ panel. Four (4) firms responded. After reviewing several factors, the committee found that Counsel possessed a satisfactory reputation in state and federal courts handling §1983 and municipal defense cases for municipalities. Based on the committee's analysis, Counsel's proposal was deemed fit for working on the above referenced matter.

Description of General Provisions: Same as above.

Impact on Funding / Price Analysis: The maximum amount of the contract shall be $165,000.00. The full amount shall be encumbered.

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

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: AT0425-1808

Advertised On: 04/25/2018

Advertised In: Bid Board, Newsday, New York State Contract Reporter

Proposals Due On: 05/31/2018

Number of proposals received: 45

Evaluation Committee members: Lisa LoCurto, Daniel Gregware, Sighle Lynch

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.

The contract has been awarded to the proposer offering the lowest cost proposal

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	ATGENN 1100	DE502	ATGENN 1100 DE502	01	$165,000.00
						TOTAL		**$165,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$165,000.00
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$165,000.00**

Routing Slip

Department			
NIFS Entry	Mary Nori	02/15/2024 11:27AM	Approved
NIFS Final Approval	Mary Nori	02/15/2024 11:27AM	Approved
Final Approval	Mary Nori	02/15/2024 11:27AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	02/15/2024 12:02PM	Approved
RE & Insurance Verification	Andrew Amato	02/15/2024 11:28AM	Approved
NIFS Approval	Mary Nori	02/17/2024 02:30PM	Approved
Final Approval	Mary Nori	02/17/2024 02:30PM	Approved
OMB			
NIFS Approval	Jenna Ferrante	02/15/2024 02:14PM	Approved
NIFA Approval	Irfan Qureshi	02/16/2024 04:47PM	Approved
Final Approval	Irfan Qureshi	02/16/2024 04:47PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	02/20/2024 11:19AM	Approved
DCE Compliance Approval	Robert Cleary	03/12/2024 05:18PM	Approved
Vertical DCE Approval	Arthur Walsh	03/15/2024 10:51AM	Approved
Final Approval	Arthur Walsh	03/15/2024 10:51AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	03/18/2024 02:32PM	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 LAW OFFICE OF VINCENT D. MCNAMARA.

WHEREAS, the County has negotiated a personal services agreement with Law Office of Vincent D. McNamara, to provide professional 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 said agreement with Law Office of Vincent D. McNamara.

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) **Law Office of Vincent D. McNamara**, with an office located at 1045 Oyster Bay Road, Suite 1, East Norwich, New York 11732 ("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 September 7, 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 representing the County in the case known as *Kenneth J. Ward Jr. v. Nassau County University Medical Centre, et. al.* EDNY Docket No. 15-cv-5316 (CBA)(ST), a federal §1983 case (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial discovery; trial; appeals; 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. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the above-described litigations.

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 One Hundred Sixty-Five Thousand Dollars ($165,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner/Of Counsel: $215.00

(ii) Associate: $185.00

(iv) Paralegal/Law Clerk: $90.00

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

appearances.

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

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for 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 acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

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

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

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified

Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

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

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

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

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

way be affected or impaired thereby.

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

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

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

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

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

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

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

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

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

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

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

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

[Remainder of Page Intentionally Left Blank.]

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

LAW OFFICE OF VINCENT D. MCNAMARA

By: Vincent D McNamara

Name: Vincent D. McNamara

Title: Principal

Date: November 6, 2023

NASSAU COUNTY

By:

Name: Thomas A Adams

Title: County Attorney

Date: Feb 14, 2024

NASSAU COUNTY

By:

Name:

Title: County Executive

☐ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of November in the year 2023 before me personally came Vincent D. McNamara 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 Principal of LAW OFFICE OF VINCENT D. McNAMARA, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

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

On the 14th day of February 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.

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)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **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:

   Vincent D. McNamara (Name)

   1045 Oyster Bay Road, Suite 1
   East Norwich, New York 11732 (Address)

   (516) 922-9100 (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.

November 6, 2023
Dated

Signature of Chief Executive Officer

Vincent D. McNamara
Name of Chief Executive Officer

Sworn to before me this

6th day of November, 2023.

Notary Public

MARGARET M. GRADY
Notary Public, State of New York
No. 01GR6305784
Qualified in Nassau County
My Commission Expires June 09, 2026

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Law Office of Vincent D. McNamara

2. Amount requiring NIFA approval: $165,000.00

Amount to be encumbered: $165,000.00

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 September 7, 2023, to completion of services.
Has work or services on this contract commenced? Yes

If yes, please explain: Services required by Counsel for Ward case involved active litigation.

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 Law Office of Vincent D. McNamara ("Counsel"), the special counsel firm selected to represent the County in the matter known as Kenneth J. Ward Jr. v. Nassau University Medical Center, et. al., EDNY Docket No. 15-cv-5316 (CBA)(ST), a federal §1983 case in which the Plaintiff alleges he was held against his will for several days at NUMC.

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 02/16/2024

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.

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 [X] NO [ ] If yes, to what campaign committee?

Nassau County Republican Committee
Friends of John Giuffre

1 File(s) uploaded: CONTRIBUTIONS - Nassau County Vendor Disclosure.pdf

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara. [INFO@VDM-LAW.COM]

Dated: 12/29/2023 03:21:04 pm

Vendor: Law Office of Vincent D. McNamara

Title: Principal

HON. JOSEPH G. CAIRO, JR.
CHAIRMAN

164 POST AVENUE
WESTBURY, NEW YORK 11590
(516) 334-5800

NASSAU COUNTY REPUBLICAN COMMITTEE

December 26, 2023

Dear Friend,

The Nassau County Republican Team of candidates and elected officials won it all in 2023! Republican officials now control all three towns and both cities in the County of Nassau. The Town of North Hempstead is the newest "Red" town and the City of Long Beach is also in the GOP column. We even knocked off the Democrat Legislator Josh "what's his name." It doesn't get much better than that. Most important, Long Island neighbors will be safer because of the Republican candidates they elected, and our newly minted officials will protect taxpayers from the out-of-control tax and spend agenda of extreme Democrat politicians.

Democrats have ceded control of their party to extremists. In fact, there is a special election for the 3rd District in Congress on February 13th. The choice in the election is clear. Legislator Mazi Pilip is the Republican candidate. She will secure our borders, stand up to Biden and The Squad, make our communities safe and stop Nassau from becoming a Sanctuary City. What's more, Mazi has frozen taxes while her opponent gave us massive tax hikes and voted himself huge pay increases. Her opponent actually asked to be a member of The Squad, and they accepted him.

After spending an unprecedented amount of money on the 2023 races, it is imperative that we replenish our campaign coffers.

On Sunday, January 14th, please join me at the Long Island Marriott Hotel in Uniondale from 9am to 11am, for the Nassau County Republican Committee's Campaign Kick-Off Brunch. Tickets are priced at $175 per person.

The monies that are raised at this brunch will help us to build upon the huge victories of 2023, ensuring victory in the February 13th special election, as well as throughout the 2024 year.

Please make checks payable to the "Nassau County Republican Committee" and return them to 164 Post Avenue, Westbury, NY 11590. Please don't forget to write your ticket number on your check or money order.

I can't wait to get the 2024 campaign underway. See you at the brunch.

Sincerely,

Joseph G. Cairo, Jr.
Chairman
Nassau County Republican Committee

CREDIT CARD PAYMENT

TICKET #(s) 07020

AMT: $ 175.00 check one: ☐ VISA ☐ M/C ☐ AMEX

Acct. # _____ exp. Date: ____/____ security code _____

Cardholder Name _____

Billing Address _____

City, State, Zip _____ phone _____

Please Sign _____

Contributions to the Nassau County Republican Committee are not deductible as charitable contributions for income tax purposes.

Bank of America [redacted]

11514

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

12/28/2023

PAY TO THE ORDER OF Nassau County Republican Committee $ **175.00

One Hundred Seventy-Five and 00/100********** DOLLARS

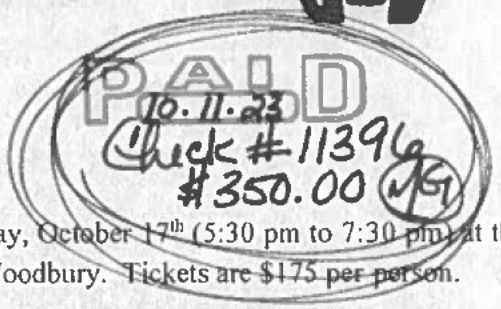
Nassau County Republican Committee
164 Post Avenue
Westbury, New York 11590

MEMO

(ENRC - Frank Scalera)
2024 KICK-OFF BRUNCH (02/14/24 - 1 Ticket - 07020)
[redacted]

Margaret M. Brady

Nassau County Republican Committee



October 3, 2023

Dear Friend:

The Nassau County Republican Committee "Salute" is set for Tuesday, October 17th (5:30 pm to 7:30 pm) at the Crest Hollow Country Club. The Club is located at 8325 Jericho Turnpike, Woodbury. Tickets are $175 per person.

Our county, town and city candidates have been working hard, and the Republican Team has been standing with neighbors against high taxes, "sanctuary county" proposals and the Governor's plan to cram high rise apartment buildings into residential neighborhoods, not to mention Democrats' schemes to defund the police.

Supervisors Don Clavin, Joe Saladino and Jen DeSena are leading the way on fiscal responsibility and suburban preservation. Leaders in our two cities are focused on restoring tax relief to their communities. And, our Nassau Legislative candidates are working with County Executive Bruce Blakeman to make sure Nassau does not become the sixth borough of NYC, replete with lawlessness, burgeoning deficits and budgetary chaos.

People who care about the future of our nation have joined the Republican call to action. What's more, the men and women of virtually every law enforcement union have given strong support to the Republican Team because they know that the survival of our Long Island home is at stake.

It takes millions of dollars to get our Republican message out to voters. And you know that the biased local media will be working against our party and its candidates each and every day! That's why your support of the 2023 Nassau County Republican Committee "Salute" is so important. I hope to see you on October 17th.

Sincerely,

Joseph G. Cairo, Jr.
Chairman

P.S. Checks should be made payable to the Nassau County Republican Committee. **Please don't forget to write your ticket number(s) on your check.** You may also pay by credit card by using the form below.

NASSAU COUNTY REPUBLICAN COMMITTTEE **SALUTE 10/17/23** **CREST HOLLOW COUNTRY CLUB**

Credit card payment: **Ticket #(s) / Sponsorship** 7268 and 7269 $ 350.00

Credit Card # _____ exp. date ___/___ security code _____

NAME ON CARD _____ Phone _____

Billing Address _____ City _____ Zip _____

Email receipt to: info@vdm-law.com @ _____ **EXEC AREA** East Norwich FRANK SCALERA

Contributions to the Nassau County Republican Committee are not deductible as charitable contributions for income tax purposes.

164 Post Avenue • Westbury, New York 11590 • (516) 334-5800
www.NassauCountyGOP.com

Bank of America

[redacted]

11396

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

10/11/2023

PAY TO THE ORDER OF Nassau County Republican Committee $ **350.00

Three Hundred Fifty and 00/100********** DOLLARS

Nassau County Republican Committee
164 Post Avenue
Westbury, New York 11590

MEMO

2023 SALUTE (10/17/23 - 2 Tickets - 7268/7269) ENRC-Frank Scalera

AUTHORIZED SIGNATURE

[redacted]

2023 Signature Summer Reception
"Under The Stars"
SPONSORSHIPS

(Sponsors will be recognized on prominent signage)

☐ I would like to be an event sponsor at the Signature Summer Reception.
(Indicate sponsorship level below)

- ☐ Platinum Sponsor ($10,000, includes four tickets)
- ☐ Gold Sponsor ($7,500, includes three tickets)
- ☐ Silver Sponsor ($5,000, includes two tickets)
- ☐ Bronze Sponsor ($2,500, includes one ticket)

LAW OFFICE OF VINCENT D. McNAMARA

Name: Vincent D. McNamara

Address: 1045 Oyster Bay Road, Suite 1

City: East Norwich State: NY Zip Code: 11732

Phone: (516) 922-9100 Email: info@vdm-law.com

Please make checks payable to the **Nassau County Republican Committee.**
Enclose payment in response envelope.

Contributions or gifts to the Nassau County Republican Committee are not tax deductible as charitable contributions for income tax purposes.

Paid for by the Nassau County Republican Committee

[redacted]

11284

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

7/31/2023

PAY TO THE ORDER OF Nassau County Republican Committee $ **1,000.00

One Thousand and 00/100********** DOLLARS

Nassau County Republican Committee
164 Post Avenue
Westbury, New York 11590

MEMO (ENRC - Frank Scalera)
2023 Summer Reception "Under the Stars" (08/02/23 - 1 Ticket)

Margaret M. Grady
AUTHORIZED SIGNATURE

[redacted]

FRIENDS OF JOHN GIUFFRE

RSVP by June 1st, 2023

☐ YES. I will attend.

Enclosed is my donation for $ 300.00 @ $150 per ticket.

☐ NO, I am unable to attend,
but wish to make a donation of $_____

Sponsorship: $_____

Gold: $1000 Silver: $500 Bronze: $2

Name Vincent D. McNamara

Address: 1045 Oyster Bay Road
Suite 1
East Norwich, NY 11732

Email: info@vdm-law.com

Please make checks payable to:
Friends of John Giuffre
52 Covert Avenue, Stewart Manor, NY 11530
(paid for by Friends of John Giuffre)

PAID 05.08.23 Check #11159 $300.00 MG

Bank of America [redacted]

11159

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

5/8/2023

PAY TO THE ORDER OF Friends of John Giuffre $ **300.00

Three Hundred and 00/100********** DOLLARS

Friends of John Giuffre
52 Covert Avenue
Stewart Manor, NY 11530

MEMO

Contribution - Re-Election for Nassau County Legislator-District 8

[redacted]

Margaret M. Brady
AUTHORIZED SIGNATURE

2022 SIGNATURE SUMMER RECEPTION
"Under The Stars"
SPONSORSHIPS

(Sponsors will be recognized on prominant signage)

☐ *I would like to be an event sponsor at the Signature Summer Reception.*

- ☐ Platinum Sponsor ($10,000, includes four tickets)
- ☐ Gold Sponsor ($7,500, includes three tickets)
- ☐ Silver Sponsor ($5,000, includes two tickets)
- ☐ Bronze Sponsor ($2,500, includes one ticket)

LAW OFFICE OF
VINCENT D. McNAMARA

Name Vincent D. McNamara

Address 1045 Oyster Bay Road, Suite 1

City East Norwich State NY Zip Code 11732

Phone (516) 922-9100 Email info@vdm-law.com

Please make checks payable to the Nassau County Republican Committee.
Enclose payment in Response envelope.

Contributions or gifts to the Nassau County Republican Committee are not tax deductible as charitable contributions for income tax purposes.

Paid for by Nassau County Republican Committee

Bank of America [redacted]

10804

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

7/28/2022

PAY TO THE ORDER OF Nassau County Republican Committee $ **1,000.00

One Thousand and 00/100********** DOLLARS

Nassau County Republican Committee
164 Post Avenue
Westbury, New York 11590

MEMO ENRC-Frank Scalera
2022 Signature Summer Reception "Under the Stars" (8/3/22-1 Ticket)

[redacted]

Margaret M. Brady
AUTHORIZED SIGNATURE

Patriots' Reception

[X] Yes, I will attend the Patriots' Reception on February 17th, at The Crest Hollow Country Club. Enclosed is my check in the amount of $ 450.00 for 2 tickets at $225.00 each.

[ ] No, I am unable to attend the Patriots' Reception, but please accept my donation for $_____.

SPONSORSHIPS

[ ] $5,000 Patriot [ ] $2,500 Minuteman [ ] $1,500 Tea Party

Name: Vincent D. McNamara

Address: 1045 Oyster Bay Road, Suite 1
East Norwich, New York 11732

Phone: 516-922-9100 Email: info@vdm-law.com

Ticket(s)#: 3008 Executive Area: _____

See reverse for credit card payment

Bank of America [redacted]

10594

1-32/210 NY
18950

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

2/11/2022

PAY TO THE ORDER OF Nassau County Republican Committee $ **450.00

Four Hundred Fifty and 00/100********** DOLLARS

Nassau County Republican Committee
164 Post Avenue
Westbury, New York 11590

AUTHORIZED SIGNATURE

MEMO

East Norwich Republican Club (Patriot's Reception)(2/17/22-2 Tickets)

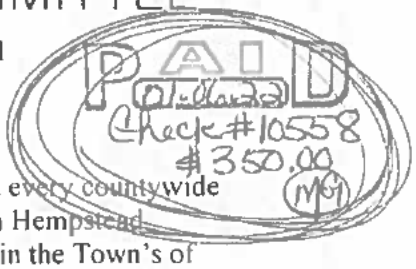
[redacted]

HON. JOSEPH G. CAIRO, JR.
CHAIRMAN

164 POST AVENUE
WESTBURY, NEW YORK 11590
(516) 334-5800

NASSAU COUNTY REPUBLICAN COMMITTEE

December 20, 2021



Dear Friend,

Nassau County Republicans certainly did get it done in 2021! We swept every countywide office, increased our majority in the Nassau Legislature, captured the Town of North Hempstead Supervisor's seat and the Town Clerk, as well as two Council seats. We dominated in the Town's of Hempstead and Oyster Bay. What's more, we took control of the Glen Cove Mayor's Office and the City Council.

Democrats are in disarray, having capitulated control of their party to extreme socialists, who have an agenda that includes turning dangerous criminals loose on our streets, outlandish mask mandates and runaway taxes. We know what we have to do in 2022!

Nassau Republicans are going to spearhead a Republican Renaissance in 2022 that will allow us to reclaim the Governor's Office, take control of both houses of Congress, "win big" in the State Senate and deliver sound and sensible government to residents of New York State.

Let's get off to a winning start for 2022 by making our first fund raising event of the new year an unqualified success. After spending an unprecedented amount of money on the 2021 races, it is imperative that we replenish our campaign coffers.

On Sunday, January 16th, please join me at the Long Island Marriott Hotel in Uniondale from 9am to 11am, for the Nassau County Republican Committee's campaign kick-off brunch. Tickets are priced at $175 per person.

The monies that are raised at this brunch will help us to build upon the huge victories of 2021, ensuring success at the federal and state level in 2022. We proved in 2021 that well-financed candidates could overcome the left-wing media, communicating directly with the public.

Please make checks payable to the "Nassau County Republican Committee" and return them to 164 Post Avenue, Westbury, NY 11590. Please don't forget to write your ticket number on your check or money order.

I can't wait to get the 2022 campaign underway. See you at the brunch.

Sincerely,

Joseph G. Cairo, Jr., Chairman

CREDIT CARD PAYMENT

TICKET #(s) _____

AMT: $ _____ **check one:** ☐ **VISA** ☐ **M/C** ☐ **AMEX**

Acct. # ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ exp. Date ☐☐ / ☐☐ security code _____

Cardholder Name _____

Billing Address _____

City, State, Zip _____ phone _____

Please Sign _____

Contributions to the Nassau County Republican Committee are not deductible as charitable contributions for income tax purposes

Bank of America [redacted]

10558

1-32/210 NY
18990

LAW OFFICE OF VINCENT D. McNAMARA
OPERATING ACCOUNT
1045 OYSTER BAY ROAD-SUITE 1
EAST NORWICH, NY 11732
516-922-9100

1/6/2022

PAY TO THE ORDER OF Nassau County Republican Committee $ **350.00

Three Hundred Fifty and 00/100********** DOLLARS

Nassau County Republican Committee
Joseph G. Cairo, Jr., Chairman
164 Post Avenue
Westbury, New York 11590

MEMO EAST NORWICH REPUBLICAN CLUB
2022 Kick-Off Brunch (01/16/22 - 2 Tickets)

[redacted]

Margaret M. Brady
AUTHORIZED SIGNATURE

10/15/2021

Friends of John Giuffre **170.00

One Hundred Seventy and 00/100**********

Friends of John Giuffre
52 Covert Avenue
Stewart Manor, NY 11530

Good Luck! (2 Tickets 10/20/21)

Friends of John Giuffre 5210-01 · Poltical Contributions	10/15/2021	170.00

Bank of America Oper	Good Luck! (2 Tickets 10/20/21)	170.00

Friends of John Giuffre 5210-01 · Poltical Contributions	10/15/2021	170.00

Bank of America Oper	Good Luck! (2 Tickets 10/20/21)	170.00

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: [redacted]

Country: US

Business Address: 1045 Oyster Bay Road, Suite 1

City:	East Norwich	State/Province/ Territory:	NY	Zip/Postal Code:	11771
Country	US				
Telephone:	516-922-9100				

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	
Vice President			
(Other)			

Type	Other
Description	Principal of sole proprietorship
Start Date	12/01/1997

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

I am the principal and sole proprietor.

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 [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Vincent D. McNamara , 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, Vincent D. McNamara , 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.

Law Office of Vincent D. McNamara

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal

Title

01/04/2024 12:13:24 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: 01/04/2024

1) Proposer's Legal Name: Law Office of Vincent D. McNamara

2) Address of Place of Business: 1045 Oyster Bay Road, Suite 1

City: East Norwich State/Province/ Territory: NY Zip/Postal Code: 11732

Country: US

3) Mailing Address (if different):

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

Country:

Phone: (516) 922-9100

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

4) Dun and Bradstreet number:

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

6) The proposer is a: Sole Proprietorship (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 [X] 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 [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] 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 [X] 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 [X] 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 [X] 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 [X] 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 [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

As has been the case since we have been performing work for the County of Nassau for the better part of the last decade, two conflict checks are performed with every file.

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.

1 File(s) uploaded: FIRM RESUME.pdf

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

12/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Vincent D. McNamara is the Principal and Sole Proprietor of the Law Office of Vincent D. McNamara

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

None.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

5

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

26

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

We believe we have achieved excellent results on some difficult cases over the better part of the last decade, to the mutual benefit of our office and the County Attorney's Office.

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 SUFFOLK COUNTY ATTORNEY'S OFFICE

Contact Person	Susan A. Flynn		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-4055		
Fax #	(631) 853-5169		
E-Mail Address	Susan.Flynn@suffolkcountyny.gov		

Company	F & L CLAIMS SERVICE, INC.		
Contact Person	Stephen Lobaccaro		
Address	560 Broad Hollow Road, Suite 202		
City	Melville	State/Province/Territory	NY
Country	US		
Telephone	(631) 393-6205		
Fax #	(631) 393-6211		
E-Mail Address	SLobaccaro@fandlclaims.com		

Company	TOWN OF BROOKHAVEN		
Contact Person	Jennifer Lutzer		
Address	1 Independence Hill		
City	Farmingville	State/Province/Territory	NY
Country	US		
Telephone	(631) 451-6998		
Fax #	(631) 451-6505		
E-Mail Address	jlutzer@brookhavenny.gov		

I, Vincent D. McNamara , 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, Vincent D. McNamara , 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: Law Office of Vincent D. McNamara

Electronically signed and certified at the date and time indicated by:
Vincent D. McNamara INFO@VDM-LAW.COM

Principal
Title

01/24/2024
Date

FIRM RESUME

Law Office of Vincent D. McNamara
Tower Square
1045 Oyster Bay Road - Suite 1
East Norwich, New York 11732
(516) 922-9100 - Telephone
(516) 922-9208 - Facsimile

VINCENT D. McNAMARA

VINCENT D. McNAMARA received his B.A. from St. John's University in January, 1974 and his J.D. in June, 1977 from the St. John's University School of Law. He was admitted to practice by the Appellate Division, Second Department, in February, 1978.

Currently, his work efforts are in the areas of professional liability, products liability, medical malpractice, construction litigation, premises liability, directors and officers liability and appeals.

He has been a member of the New York State Bar Association and its Special Committee on Volunteer Lawyers, the Nassau County Bar Association, the Nassau-Suffolk Trial Lawyers, the Defense Association of New York and the Defense Research Institute. In addition, he has lectured for the New York State Bar Association, the Nassau County Bar Association, the Suffolk County Bar Association Academy of Law, and the National Business Institute in the areas of products liability, premises liability and trial technique.

Mr. McNamara opened his own office in December, 1997 after many years as a partner in a litigation firm and has been an active trial lawyer in every Court in the New York Metropolitan area.

HELEN M. BENZIE

HELEN M. BENZIE, graduated *magna cum laude* from Molloy College in Rockville Centre, New York, and received her J.D. from St. John's University School of Law in 1977. Admitted to practice in New York in 1978 by the Appellate Division, Second Department, subsequently she was admitted to practice before the Unites State Supreme Court, United States Court of Appeals for the Second and Eleventh Circuits, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Benzie has handled primarily insurance and reinsurance litigation involving toxic tort and various insurance and reinsurance coverage issues related to the defense of personal injury, maritime and commercial liability actions. Defending in these actions, she has litigated in state and federal trial and appellate courts throughout the United States. She has also counseled insures and reinsurers on the content of their insurance and reinsured agreements.

She is a member of the Association of the Bar of the City of New York, Nassau County Bar Association, New York state Bar Association, Maritime Law Association of the United States and Southeastern Admiralty Law Institute.

Her community involvement includes serving as an Arbitrator for the United States District Court, Eastern District of New York. She has taught as an Adjunct Professor in the Writing Program at New York Law School. In 1997, she was a panelist at the January Joint Meeting on Marine Insurance Regulation and the McCarran-Ferguson Act sponsored by the American Association of Law Schools.

In March 2003, she moderated the Journal of Legal Commentary Symposium on Terrorism and its Impact on Insurance: Legislative Responses and Coverage Issues at St. John's University School of Law. The Spring 2004 issue of St. John's Journal of Legal Commentary published her article on *War and Terrorism Risk Insurance.*

In 2004, she became associated with the Law Office of Vincent D. McNamara where she works in the areas of professional liability and coverage defense litigation after practicing for over 20 years with the law firm of Bigham Englar Jones & Houston in Manhattan.

CHARLES D. TEIXEIRA

[redacted]
dteixeira@vdm-law.com

ADMISSIONS

New York (2009)
United States District Court, Eastern District of New York (2010)
United States District Court, Southern District of New York (2010)

EXPERIENCE

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York (Present)
Civil litigation associate handling all aspects of the firm's litigation, including medical malpractice, professional liability, premises liability and directors and officers liability.

DELL & DEAN, PLLC, Garden City, New York (2014-2018)
Plaintiff's personal injury litigation associate, handling general negligence, automobile and premises liability matters. Responsible for court appearances, arbitrations, mediations and trials at both the state and federal level.

THE LEGAL AID SOCIETY OF SUFFOLK COUNTY, Central Islip, New York (2012-2014)
Bilingual staff attorney (English/Spanish) for suburban public defender's office, handling criminal matters from inception through trial, including motion practice, bail applications, hearings, Violations of Probation, and occasional felony-level offenses.

NANIS & RINALDI, LLP, Astoria, New York (2008-2011)
Litigation associate responsible for handling personal injury, real estate and commercial matters, including motion practice, court conferences, replevin actions and settlement negotiations in New York City and its surrounding jurisdictions.

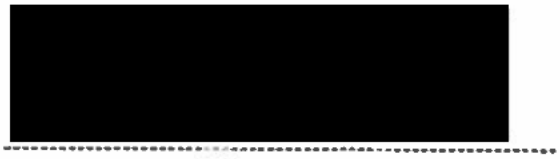
EDUCATION

J.D., ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Queens, New York (2008)
External Competition Team, Frank S. Polestino Trial Advocacy Institute

B.A., THE UNIVERSITY OF SCRANTON, Scranton, Pennsylvania (2005)
Recipient, Fr. Pedro Arrupe, S.J. Scholarship

DeMATHA CATHOLIC HIGH SCHOOL, Hyattsville, Maryland (2001)
Member, 2001 Maryland State Bar Association Champion Mock Trial Competition Team

VIN OCHANI



EDUCATION

ST. JOHN'S UNIVERSITY SCHOOL OF LAW, Jamaica, New York
J.D., June 2010
Honors: Mock Trial Competition Finalist (2008, 2009, 2010)
Activities: *Mock trial, Street Law Teaching Clinic.*

ST. JOHN'S COLLEGE OF PROFESSIONAL STUDIES, Jamaica, New York
B.A., *summa cum laude*, Criminal Justice, May 2006; Business Administration minor, May 2006
Academics: G.P.A.: 3.7

EXPERIENCE

THE DRESSLER LAW FIRM, PLLC, New York, New York
*Partner and Of-counsel Attorney, **April 2014-present***
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

LAW OFFICE OF VINCENT D. McNAMARA, East Norwich, New York
*Associate, June 2010-April 2014; **Trial Counsel April 2014-Present***
Attorney-at-law in fields of Personal Injury, Litigation, Transactional Real Estate, Criminal Law, Insurance Defense
Focus: Trial Work, Depositions, Court Appearances, Negotiations, Arbitrations

STREET LAW TEACHING CLINIC, Jamaica High School, Jamaica
*Instructor, **September 2008-January 2009***
Taught 9th and 10th graders the basic principles of criminal justice, criminal law, constitutional rights, and the legal system through St. John's School of Law.

ST. JOHN'S UNIVERSITY, Jamaica, New York
*Lecturer for Dr. Thomas Ward, **September 2008-Present***
Lectured on the Law School Admission process, becoming an attorney, life of an attorney, and various other elements of attending and completing a law school education

ST. JOHN'S SCHOOL OF LAW, Jamaica, New York
Mock Trial Coach and Trial Evaluator, ***September 2008-Present***
Coached, Instructed and Evaluated various Mock Trial Teams and Competitions for the Internal and External Law School Mock Trial Program

TIMOTHY W. McNAMARA

EDUCATION

VILLANOVA UNIVERSITY, Villanova, Pennsylvania
B.S., June 1971

ST. JOHN'S UNIVERSITY, Queens, New York
J.D., June 1974

EXPERIENCE

CURTIS HART & ZAKLUKIEWICZ, Merrick, New York
Associate - 1973 - 1976
Personal Injury - Defense

PRIVATE PRACTICE
1977 - 2002
Personal Injury - Defense

ALLSTATE INSURANCE CO., RELIANCE INSURANCE CO., STATE FARM INSURANCE CO. & GREATER NEW YORK INSURANCE CO.
1976 - 2002
Outside Counsel

NEW YORK STATE DEPARTMENT OF INSURANCE & NEW YORK STATE DEPARTMENT OF FINANCIAL AFFAIRS
2002 - 2020
Private Commercial Practice

LAW OFFICE OF VINCENT D. McNAMARA
Of Counsel
2021 - Present

Margaret M. Grady

[redacted]
Margaret@vdm-law.com

OBJECTIVE **To obtain a position as a Legal Secretary/Administrative Assistant offering career incentives, utilizing my A.A.S. in Paralegal Studies, Business Diploma, and 20+ years of related experience in legal office administration**

SUMMARY OF QUALIFICATIONS

- ***Highly organized and professional administrator with Notary Public license***
- ***Excellent communicator skilled in client relations and problem-solving***
- ***Extensive experience preparing a broad scope of legal documents***
- ***Professional Paralegal with in-depth knowledge of law vocabulary***
- ***Proficient in maintaining executive calendar including court appointments***
- ***Managerial skill in hiring and supervising part-time seasonal***

BUSINESS BACKGROUND

1998-present — LAW OFFICE OF VINCENT D. MCNAMARA, East Norwich, NY
Secretary to Partner
Recruited by principal of former law firm to provide administrative support to the founder of a practice with 7 Associates specializing in medical malpractice and personal injury.

- Maintain executive calendar including personal, professional and court appointments
- Plan and prepare travel itineraries including accommodation and transportation
- Independent preparation of Answers, Motions, Pleadings, Bills of Particulars, Expert Disclosures, Discovery Requests and Responses and Trial Memoranda
- Compile medical records for review by health care experts
- Screen incoming calls and visitors as primary liaison to attorney
- Administrative responsibility for payroll, bank deposits, weekly expense reporting, accounts payable, and equipment maintenance

1993-1998 — MULHOLLAND, MINION & ROE, Williston Park, NY
Legal Secretary
- Provided legal administrative support to a private practice with 5 Associates
- Prepared legal documentation and maintained computerized client records
- Recruited by senior partner as personal Secretary in a new law firm

1983-1993 — MONTFORT, HEALY, MCGUIRE & SALLEY, Garden City, NY
Legal Secretary
- Diversified administrative duties in a pool supporting 20 Associates

EDUCATION — NASSAU COMMUNITY COLLEGE, Garden City, NY
A.A.S., Paralegal Studies (1993)

BERKELEY BUSINESS SCHOOL, Hicksville, NY
Diploma, Office Technology/Legal Assistant (1982)

LICENSING — New York State Notary Public

SKILLS — WordPerfect/Corel 8.0, Microsoft Word, some Westlaw, Quick Books. Shorthand.

REFERENCES — Available upon request

Olivia T. Segota

[redacted]

osegota@vdm-law.com

EDUCATION

University of New Haven — West Haven, CT
Bachelor of Science, Criminal Justice — December 2019
Concentration: Forensic Psychology
Minor: Psychology
Certificate: Law Enforcement Science
Dean's List
Presidential Scholarship

EXTRACURRICULAR ACTIVITIES

American Criminal Justice Association Lambda Alpha Epsilon Psi Omega Chapter — September 2017- Dec. 2019

- Received 3rd place in the Mock Crime Scene Competition Professional Division 2018
- Received 3rd place in the Mock Crime Scene Competition Upper Division 2019
- Head of Social Committee for 2018-2019 academic year
- Oversee 45-student committee, charged with social event planning and co-ordination

WORK HISTORY

Law Office of Vincent D. McNamara — East Norwich, NY
Paralegal/Legal Assistant — May 2019-Present

- Assists attorney's with legal research and trial preparation
- Attend and assist with depositions
- Attend conferences
- Prepare reports regarding case synopses, relevant case law and legal statues

Suffolk County Police Department — Suffolk County, NY
Summer Internship — June 2018-August 2018

- Observed day to day operations at all branches of the Suffolk County Police Department such as K9 Unit, Communications, Crime Lab, Marine Bureau, Riverhead Jail and EVOC Training Facility
- Participated in several ride-alongs with officers of different precincts
- Participated in training courses at official SCPD Driver Training Site and SCPD Firearms Training
- Attended judicial proceedings in Suffolk County Courts Riverhead, NY
- Assisted with SCPD Youth Academies

Thomas Fanning

[redacted]

OBJECTIVE:

- Focus on clear and concise communication;
- Provide efficient solutions for time-sensitive problems;
- Driven to create more team solidarity.

EDUCATION:

2019 - Present Currently enrolled at Stony Brook University;

- Expected Bachelor's Degree of Science; Computer Science.

2019 - Smithtown High School East;

- Valedictorian, Robotics Team, Musician.

EXPERIENCE:

2022 – Present Law Office of Vincent D. McNamara

Performing the duties of a paralegal such as:

- Assisting attorneys with daily tasks and trial preparation;
- Providing intuitive systems of organization and updating files;
- Providing support for our technical and digital functions.
-

(2018-2019) Saf-T-Swim

- (Primary) Swim Instructor for adults and children;
- (Secondary) Provided secretarial support and janitorial upkeep.

COUNTY OF NASSAU

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

1. Name of the Entity: Law Office of Vincent D. McNamara

Address: 1045 Oyster Bay Road, Suite 1

City: East Norwich State/Province/Territory: NY Zip/Postal Code: 11732

Country: US

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

3. Type of Business: Other (specify) Sole Proprietorship

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.

The Law Office of Vincent D. McNamara is a sole proprietorship

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

None

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

Are there lobbyists involved in this matter?
YES [ ] NO [X]

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

Not applicable

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

Not applicable

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

Not applicable

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:
Vincent D. McNamara [INFO@VDM-LAW.COM]

Dated: 01/04/2024 11:26:43 am

Title: Principal

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.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Vincent D. McNamara state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Law Office of Vincent D. McNamara

Vendor's Address: 1045 Oyster Bay Road East Norwich NY US 11732

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 12/29/2023 03:21:04 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 01/24/2024 11:16:54 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 01/04/2024 11:26:43 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

No principal questionnaires have been selected.

I, Vincent D. McNamara 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 further 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."

Vincent D. McNamara INFO@VDM-LAW.COM

Name

Principal

Title

Law Office of Vincent D. McNamara

Name of Submitting Entity

02/15/2024 10:47:41 am

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2023

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

StateFarm

BILL HANNAN INSURANCE AGCY, INC
STATE FARM INSURANCE
70 E MAIN ST
OYSTER BAY, NY 11771

CONTACT NAME: Bill Hannan
PHONE (A/C, No, Ext): 516-922-1060 FAX (A/C, No): 516-922-9549
E-MAIL ADDRESS: certificates@carinsurance24-7.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

VINCENT MCNAMARA
1045 OYSTER BAY ROAD, SUITE 1
EAST NORWICH, NY 11732

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		92-AP-2240-6	04/29/2023	04/29/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured: County of Nassau
One West Street Mineola, NY 11501

CERTIFICATE HOLDER

County of Nassau
One West Street
Mineola, New York 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
VINCENT MC NAMARA ESQ.

1045 OYSTER BAY ROAD
EAST NORWICH, NY 11732

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
516 922 9100

1c. Federal Employer Identification Number of Insured or Social Security Number
113412357

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
COUNTY OF NASSAU
1 WEST STREET
MINEOLA, NY 11501

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL115517

3c. Policy effective period
05/01/2023 to 04/30/2024

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 4/28/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

Additional Instructions for Form DB-120.1

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Vincent D Mcnamara 1045 Oyster Bay Road East Norwich, NY 11732 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-922-9100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The County of Nassau 1 West Street Mineola, NY 11051	3a. Name of Insurance Carrier Travelers Indemnity Company 3b. Policy Number of Entity Listed in Box "1a" UB2J425830 3c. Policy effective period 06/25/2023 to 006/25/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kenneth Fabricant
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kenneth Fabricant
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-621-9000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY): 02/14/2024

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 CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER

Pace Professional Services, Ltd.
585 Stewart Avenue, Suite 600
Garden City, NY 11530

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Law Office of Vincent D. McNamara
1045 Oyster Bay Road, Suite 1
East Norwich, NY 11732

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			N/A			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐ ☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIM-MADE ☐ DED ☐ RETENTION $			N/A			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURANCE AGGREGATE EACH OCCURANCE	$ $ $ $ $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXLUDED? Y/N ☐ **(Mandatory in NH)** f yes, describe under DESCRIPTION OF OPERATIONS below	**N/A**		N/A			☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	$ $ $ $
A	Lawyers Professional Liability			LPP904467202	2/10/2024	2/10/2025	Per Claim / Aggregate $2,000,000/$2,000,000	

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

CERTIFICATE HOLDER

COUNTY OF NASSAU
One West Street
Mineola, New York 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BRUCE A. BLAKEMAN
County Executive

THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

TO: **Robert Cleary**
Director of Procurement Compliance

FROM: **Mary J. Nori**
Assistant County Attorney

DATE: **February 15, 2024**

SUBJECT: **Delay Memo – Law Offices of Vincent D. McNamara**

The purpose of this memo is to explain the delay in processing a new contract between the County and the Law Offices of Vincent D. McNamara ("Counsel"), the firm selected to represent the County in the *Kenneth J. Ward Jr. v. Nassau County University Medical Centre, et. al.*, EDNY Docket No. 15-CV-5316 (CBA)(ST) case.

The term of Counsel's services commenced on September 7, 2023. A contract was drafted, sent to Counsel, and returned on November 6, 2023. Counsel currently has several contracts with the County, all at various stages, and all needing to route for approvals, requiring a new certificate of no change each time.

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

Mary J. Nori

MARY J. NORI
Assistant County Attorney

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604