Certified: --

E-133-26

FILED BY THE CLERK OF THE NASSAU COUNTY LEGISLATURE NOVEMBER 13, 2026
11:30 AM

NIFS ID: CLAT26000029

Capital:

Contract ID #: **CQAT19000013**

NIFS Entry Date: **10/14/2026**

Department: County Attorney

Service: **special counsel (ASIE)**

Term: **June 21, 2019 to completion of services.**

Contract Delayed:

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

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**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: **JAS Legal P.C.** DBA: **Law Offices of Jonathan A. Sorkowitz**	ID#:**843328264**
Main Address: **480 Bedford Road, Suite 3201 Chappaqua, NY 10514**	
Main Contact: **Jonathan Sorkowitz**	
Main Phone: **(646) 493-9636**	

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

Contract Summary

Purpose: This is an amendment (#4) to an existing outside counsel contract with the Law Offices of Jonathan A. Sorkowitz ("Counsel" or "Sorkowitz"), which includes Louann Associates LLC v. County of Nassau, et al., Index No. 600700/2023 (“Louann”) and Retail Property Trust v. Nassau, et al., Docket No. 17-cv-02193. The purpose is to expand the scope of services of the original agreement and amend the rates.

Procurement History: The original contract was entered into after the County Attorney’s Office ("Office") conducted a formal Request for Qualifications (“RFQ”) to identify eligible, experience legal counsel for a broad array of legal areas. After establishing a panel of qualified firms (“Panel”), the Office proceeded to conduct a mini-bid solicitation for proposals for special counsel.

Due to the complex nature of the class action involved in the Hall, et al. v. Nassau County, et al., Docket No. 19-cv-00893 case, it

was determined that law firms with highly specialized legal knowledge and experience with this type of class action matter should be solicited. Proposals from three (3) firms were scored and ranked. The evaluation committee chose the firm of Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf"). Regina, a key member in the County's defense in the matter, left the firm to form her firm Calcaterra Pollack LLP ("Calcaterra"), which became known as Calcaterra Law PC. As a result of her departure, and for continuity of service and knowledge of the matter, Wolf assigned the case to Calcaterra. Similarly, due to the retirement of Calcaterra, it was in the County's best interest to have Calcaterra assign the matters in this contract to Sorkowitz, since Sorkowitz was a subcontractor to the matters and had qualified in being added to the Panel.

Description of General Provisions: The services to be provided by Counsel under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall include representation of the County and named County defendants in additional matters involving the law governing the Annual Survey of Income and Expenses ("ASIE"), as identified in Appendix A, actions that challenge the requirements set forth in the Nassau County Administrative Code concerning the filing of ASIE statements, as well as any other ASIE-related matters brought against the County and assigned to Counsel, in the discretion of the County Attorney or designee, during the term of the Amended Agreement.

Impact on Funding / Price Analysis: There will be no increase to the maximum amount. Also, there will be no partial encumbrance. The hourly rates for the ASIE matters that are being added will be $545 for partner, $352 for associate, and $150 for paralegal.

Change in Contract from Prior Procurement: This amendment clarifies the hourly rates and amends the services.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 10/17/2019

Original procurement method: RFQ; mini-bid

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	ATGEN1100	DE502	ATGEN1100 DE502	07	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

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

Routing Slip

Department			
NIFS Entry	Mary Nori	10/29/2026 02:38PM	Approved
NIFS Final Approval	Mary Nori	10/29/2026 02:38PM	Approved
Final Approval	Mary Nori	10/29/2026 02:38PM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	10/30/2026 12:41PM	Approved
RE & Insurance Verification	Shannon Molloy	10/29/2026 04:00PM	Approved
NIFS Approval	Mary Nori	10/30/2026 03:01PM	Approved
Final Approval	Mary Nori	10/30/2026 03:01PM	Approved
OMB			
NIFS Approval	Raquel Rosen	10/29/2026 03:03PM	Approved
NIFA Approval	Irfan Qureshi	10/29/2026 04:25PM	Approved
Final Approval	Irfan Qureshi	10/29/2026 04:25PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	10/30/2026 03:39PM	Approved
DCE Compliance Approval	Robert Cleary	10/30/2026 05:21PM	Approved
Vertical DCE Approval	Arthur Walsh	11/12/2026 04:12PM	Approved
Final Approval	Arthur Walsh	11/12/2026 04:12PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/12/2026 04:17PM	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. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE AND THE LAW OFFICES OF JONATHAN A. SORKOWITZ.

WHEREAS, the County has negotiated an amendment to a personal services agreement with the Law Offices of Jonathan A. Sorkowitz, 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 the amendment to the agreement with the Law Offices of Jonathan A. Sorkowitz.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Law Offices of Jonathan A. Sorkowitz**, with an office located at 480 Bedford Road, Suite 3201, Chappaqua, New York 10514 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Counsel, executed on behalf of the County on October 17, 2019, as assigned by Wolf Haldenstein Adler Freeman & Herz LLP to Calcaterra Pollack LLP, effective July 1, 2020, as amended by amendment one (1), County contract amendment number CLAT20000007, executed on behalf of the County on March 10, 2021, as amended by amendment two (2) and thereafter assigned by Calcaterra Pollack LLP to Calcaterra Law PC, County contract amendment number CLAT24000005, executed on behalf of the County on August 1, 2024, as assigned by Calcaterra Law PC to Law Offices of Jonathan A. Sorkowitz, effective August 22, 2024, and as amended by amendment three (3), County contract amendment number CLAT25000023, executed on behalf of the County on June 25, 2026 (the "Original Agreement"), Counsel provides legal services to the County in connection with several tax certiorari cases, including *Retail Property Trust v. County of Nassau, et al.*, Docket No. 17-cv-02193, and which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 21, 2019, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Twenty-Five Thousand Dollars ($1,525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Payment section and expand the scope of Services of the Original Agreement.

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

1. Services. The services to be provided by Counsel under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall include representation of the County and named County defendants in additional matters involving the law governing the Annual Survey of Income and Expenses ("ASIE"), as identified in Appendix A, actions that challenge the requirements set forth in the Nassau County Administrative Code concerning the filing of ASIE statements, as well as any other ASIE-related matters brought against the County and assigned to Counsel, in the discretion of the County Attorney or designee, during the term of the Amended Agreement (collectively, the "Amended Services").

2. Payment. Section 3(a) of the Original Agreement entitled "Amount of Consideration" is hereby amended so that the compensation for Services shall be paid in accordance with the following schedule:

For all cases mentioned in Appendix A, the following hourly rates shall apply:

i.	Partner:	$545.00
ii.	Associate:	$352.00
iii.	Paralegal:	$150.00

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

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

LAW OFFICES OF JONATHAN A. SORKOWITZ

By: _____

Name: Jonathan A. Sorkowitz

Title: Principal Attorney

Date: October 13, 2026

NASSAU COUNTY

By: _____

Name: Thomas A. Adams

Title: County Attorney

Date: October 14, 2026

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 13 day of October in the year 2026 before me personally came Jonathan Sorkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Principal attorney of Law Offices of Jonathan A Sorkowitz 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

PETER J. CHO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6308766
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JULY 28, 2030

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

On the 14th day of October in the year 2026 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** 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 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 **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

1. *In the Matter of Donald Boening, et al., v. Nassau County Department of Assessment, et al.,* Index No. 1818/14

2. *In the Matter of Donald Boening, et al., v. Nassau County Department of Assessment, et al.,* Index No. 10811/15

3. *In the Matter of Great American Realty of 2713, LLC, et al., v. Edward P. Mangano, etc., et al.,* Index No. 600882/17

4. *In the Matter of Atlantic Beach Club, Inc., et al., v. Nassau County Department of Assessment, et al.,* Index No. 623/17

5. *In the Matter of 80 Seaview Boulevard, LLC, et al., v. Nassau County Department of Assessment, et al.,* Index No. 661/17

6. *In the Matter of Beechwood POB, LLC, et al., v. James E. Davis, etc., et al.,* Index No. 668/17

7. *In the Matter of Woodbury Realty Holdings Corp., et al., v. Edward P. Mangano, etc.,* Index No. 318/17

8. *In the Matter of Sea Cove Equities, LLC, et al., v. James E. Davis, etc., et al.,* Index No. 445/17

9. *In the Matter of Kir Munsey Park 020, LLC, et al., v. Nassau County Department of Assessment, et al.,* Index No. 303/17

10. *In the Matter of Coma Realty Corp., et al., v. James E. Davis, etc., et al.,* Index No. 221/17

11. *In the Matter of Narine Ramlogan, et al., v. James E. Davis, etc., et al.,* Index No. 684/17

12. *In the Matter of Garden City Country Club, Inc., et al., v. James E. Davis, etc., et al.,* Index No. 2033/17

The County Attorney, or designee may, in their discretion, assign to Counsel throughout the term of this agreement, any additional matters or litigation related to the ASIE law, as may be brought against the County.

NIFA Nassau County Interim Finance Authority

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

1. Vendor: JAS Legal P.C.

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to June 21, 2019 to completion of services.
Has work or services on this contract commenced? Yes

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

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is an amendment (#4) to an existing outside counsel contract with the Law Offices of Jonathan A. Sorkowitz ("Counsel" or "Sorkowitz"), which includes Louann Associates LLC v. County of Nassau, et al., Index No. 600700/2023 ("Louann") and Retail Property Trust v. Nassau, et al., Docket No. 17-cv-02193. The purpose is to expand the scope of services of the original agreement and amend the rates.

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 10/29/2026

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

Electronically signed and certified at the date and time indicated by:
Jonathan A. Sorkowitz [JSORKOWITZ@SORKOWITZLAW.COM]

Dated: 07/29/2026 01:02:21 pm

Vendor: Law Offices of Jonathan A. Sorkowitz

Title: Principal Attorney

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: Jonathan A Sorkowitz

Date of birth: [redacted]

[redacted]

[redacted]

Country: US

Business Address: 480 Bedford Road, Suite 3201

City:	Chappaqua	State/Province/ Territory:	NY	Zip/Postal Code:	10514
Country	US				
Telephone:	6464939636				

Other present address(es):

City:	Chappaqua	State/Province/ Territory:	NY	Zip/Postal Code:	10514
Country:	US				
Telephone:	6464939636				

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	10/10/2019
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/10/2019
Vice President			
(Other)			

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

I am the sole owner of JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz. It is my solo legal practice. As detailed in my response to RFQ AT03302211, I anticipate working with subcontractors to provide staff and attorney support on County matters.

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, Jonathan A. Sorkowitz , 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, Jonathan A. Sorkowitz , 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 Offices of Jonathan A. Sorkowitz

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jonathan A. Sorkowitz JSORKOWITZ@SORKOWITZLAW.COM

Principal Attorney

Title

07/29/2026 01:03:26 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: 01/17/2025

1) Proposer's Legal Name: JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz

2) Address of Place of Business: 480 Bedford Road, Suite 3201

City: Chappaqua State/Province/ Territory: NY Zip/Postal Code: 10514

Country: US

3) Mailing Address (if different):

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

Country:

Phone:

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: Corporation (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.

The Firm conducts a conflict check before onboarding any new matter by searching its files for the names of any pertinent individuals and entities and via a manual review of all Firm matters. Since the Firm is a solo practice which has only existed since April 1, 2020 and which participates in a small number of sophisticated matters, manual review of all Firm matters when a new case is onboarded is achievable. LOJAS has also discussed the representation of Nassau County with its anticipated subcontractor Withers, and the Withers firm has run an electronic conflict check to ensure that no conflicts exist.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [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;

10/10/2019

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.

Jonathan A. Sorkowitz, Law Offices of Jonathan A. Sorkowitz, 480 Bedford Rd., Suite 3201, Chappaqua, New York 10514 (sole owner and Principal Attorney)

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

Jonathan A. Sorkowitz, Law Offices of Jonathan A. Sorkowitz, 480 Bedford Rd., Suite 3201, Chappaqua, New York 10514 (sole owner and Principal Attorney)

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

1

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Please see experience and representative matters submitted in connection with response to RFQ AT0330-2211 (Special Counsel to the County of Nassau).

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

B. Indicate number of years in business.

5

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

Please see experience and representative matters being submitted in connection with response to RFQ AT0330-2211 (Special Counsel to the County of Nassau).

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	Calcaterra Law P.C.		
Contact Person	Regina Calcaterra		
Address	1140 Avenue of the Americas		
City	New York	State/Province/Territory	NY
Country	US		

Telephone	(212) 899-1766		
Fax #			
E-Mail Address	rc@calcaterralaw.com		

Company	Hagens Berman Sobol Shapiro LLP		
Contact Person	Leonard W. Aragon		
Address	11 W. Jefferson		
City	Phoenix	State/Province/Territory	AZ
Country	US		
Telephone	(602) 840-5900		
Fax #			
E-Mail Address	leonarda@hbsslaw.com		

Company	Hecht Partners LLP		
Contact Person	Andrew Lorin		
Address	125 Park Avenue, 25th Fl.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 851-6821		
Fax #			
E-Mail Address	alorin@hechtpartners.com		

I, Jonathan A. Sorkowitz , 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, Jonathan A. Sorkowitz , 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 Offices of Jonathan A. Sorkowitz

Electronically signed and certified at the date and time indicated by:
Jonathan A. Sorkowitz JSORKOWITZ@SORKOWITZLAW.COM

Principal Attorney
Title

07/29/2026
Date

COUNTY OF NASSAU

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

1. Name of the Entity: JAS Legal P.C. d/b/a Law Offices of Jonathan A. Sorkowitz

Address: 480 Bedford Road, Suite 3201

City: Chappaqua State/Province/Territory: NY Zip/Postal Code: 10514

Country: US

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

3. Type of Business: Other (specify) Single-shareholder Professional Corporation (solo legal practice)

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.

I, Jonathan A. Sorkowitz, am the sole owner of JAS Legal P.C. d/b/a Law OFfices of Jonathan A. Sorkowitz. It is my solo legal practice. As detailed in my response to RFQ AT0330-2211, I plan to use subcontractors for attorney and staff support on County matters.

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):

480 Bedford Road, Suite 3201

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

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Electronically signed and certified at the date and time indicated by:
Jonathan A. Sorkowitz [JSORKOWITZ@SORKOWITZLAW.COM]

Dated: 07/29/2026 01:04:09 pm

Title: Principal Attorney

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.

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Law Offices of Jonathan A. Sorkowitz**, with an office located at 480 Bedford Road, Suite 3201, Chappaqua, New York 10514 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Counsel, executed on behalf of the County on October 17, 2019, as assigned by Wolf Haldenstein Adler Freeman & Herz LLP to Calcaterra Pollack LLP, effective July 1, 2020, as amended by amendment one (1), County contract amendment number CLAT20000007, executed on behalf of the County on March 10, 2021, as amended by amendment two (2) and thereafter assigned by Calcaterra Pollack LLP to Calcaterra Law PC, County contract amendment number CLAT24000005, executed on behalf of the County on August 1, 2024, and as assigned by Calcaterra Law PC to Law Offices of Jonathan A. Sorkowitz, effective August 22, 2024 (the "Original Agreement"), Counsel provides legal services to the County in connection with several tax certiorari cases, which includes *Louann Associates LLC v. County of Nassau, et. al.*, Index No. 600700/2023 ("Louann Associates"), and which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 21, 2019, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Twenty-Five Thousand Dollars ($1,525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the hourly rates and expand the scope of Services of the Original Agreement.

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

1. Services. The services to be provided by Counsel under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall include representing the County and named County defendants on additional Disputed Assessment Fund (hereinafter "DAF") law related matters, entitled *RVC Associates, LP v. Laura Curran, et al.*, Index No. 612347/2018 ("RVC Associates"), and *99 Lakeville Road Corp., v. The Board of Assessors, et al.*, Index No. 405752/2017 ("99 Lakeville Road"), tax certiorari cases that challenge taxes related to the DAF, including other DAF matters as may be brought against the County and assigned to Counsel by the County Attorney or his designee, in their discretion, throughout the term of this Agreement (the "Amended Services").

2. Payment. Section 3(a) of the Original Agreement entitled "Amount of Consideration" is hereby amended so that the compensation for Services shall be paid in accordance with the following schedule:

For *RVC Associates* and *99 Lakeville Road*, and for *Louann Associates,* commencing on July 15, 2025, the following hourly rates shall apply:

i.	Partner:	$545.00
ii.	Associate:	$352.00
iii.	Paralegal:	$150.00

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

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

LAW OFFICES OF JONATHAN A. SORKOWITZ

By: _____

Name: Jonathan A. Sorkowitz

Title: Principal Attorney

Date: July 30, 2025

NASSAU COUNTY

By: _____

Name: Thomas A Adams

Title: County Attorney

Date: October 29, 2025

NASSAU COUNTY

By: _____

ARTHUR T. WALSH
Chief Deputy County Executive

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: 6/28/26

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of July in the year 2025 before me personally came Jonathan Sorkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of West Chester; that he or she is the Principal Attorney of Law Offices of Jonathan A. Sorkowitz 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

PETER J. CHO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6387568
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JULY 28, 20 28

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

On the 27th day of October in the year 2025 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 25th day of June in the year 2026 before me personally came Arthur T. Walsh 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 a **Chief Deputy County Executive**, 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

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 20 28

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 22nd day of August 2024 by and between **Calcaterra Law PC**, formerly known as **Calcaterra Pollack LLP, ("Assignor"),** having an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036, and **Law Offices of Jonathan A. Sorkowitz ("Assignee"),** having an office located at 7 Skyline Drive, Suite 350, Hawthorne, New York 10532.

WITNESSETH:

WHEREAS, Assignor and COUNTY OF NASSAU ("County") entered into the following contracts, CQAT20000009 executed by the County on March 23, 2021, and CQAT19000013 executed by the County on October 17, 2019, as amended by Amendment 1, CLAT20000007, and Amendment 2, CLAT24000005 (collectively the "Agreements"), to represent the County and/or such other party as the County may be required to defend, in various matters, as requested by the County Attorney, which services are more fully described in the Original Agreements (the services contemplated by the Agreements, the "Services"); and

WHEREAS, the Calcaterra Law PC ("Assignor") founder, Regina Calcaterra, retired her law firm as of August 21, 2024; and

WHEREAS, Regina Calcaterra was the lead attorney handling the County's defense while with Assignor; and

WHEREAS, due to the retirement of Calcaterra Law PC, Assignor now desires to assign the Agreements, as listed on Appendix A, attached hereto and made a part hereof, originally handled by Assignor, to the Assignee, as more fully provided below; and

WHEREAS, Section 12 of the Original Agreements permit assignments of the Original Agreement with the County's prior written consent.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of its right, title and interest to the cases listed in Appendix A, attached hereto and made a part hereof, effective as of August 22, 2024. Invoices for services rendered up to and including August 21, 2024, shall be paid to Assignor. Invoices for services starting August 22, 2024, shall be paid to the Assignee.

2. Assumption. The Assignee hereby assumes all the obligations (including hourly rates) of the Assignor on its part to be performed under the Agreement.

3. Subcontractor. The County authorizes Assignee to subcontract with members of the Withers Bergman, LLP firm, with an office located at 430 Park Avenue, 10th Floor, New York, New York 10022 3505, in the performance of his Services. Compensation for such legal services shall be paid at an hourly rate not to exceed:

(i)	Partner-Level Attorneys	$445.00
(ii)	Associates	$252.00

Assignee is and shall remain primarily liable for the successful completion of all Services in accordance with this Assignment. Nothing in this Assignment or otherwise shall create any contractual relationship between the County and the Assignee's subcontractor(s). The Assignee agrees to be fully responsible to the County for the acts and omissions of its subcontractor(s). The Assignee's obligation to pay its subcontractor(s) is an independent obligation from the County's obligation to make payments to the Assignee. Therefore, the County shall have no obligation to pay or to enforce the payment of any moneys to any Assignee subcontractor(s). The fees payable by the County to the Assignee for the subcontractor work shall be as provided above, and within the Maximum Amount, provided that such fees paid by the County to Assignee for subcontractor services shall not exceed the actual fees of this Assignment, nor exceed the actual fees that the Assignee pays to Withers Bregman LLP for such subcontractor work.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.

[Remainder of Page Intentionally Left Blank.]

APPENDIX A

1. HALL v. COUNTY OF NASSAU, DEPARTMENT OF ASSESSMENT OF NASSAU COUNTY, ASSESSMENT REVIEW COMMISSION OF NASSAU COUNTY, et. al., Index Number 19-cv-00893. **(County Contract # CQAT19000013)**

2. LOUANN ASSOCIATES LLC v. COUNTY OF NASSAU, et. al., Index Number 600700/2023. **(County Contract # CQAT19000013)**

3. RETAIL PROPERTY TRUST v. COUNTY OF NASSAU, et. al., Docket Number 17-cv-02193. **(County Contract # CQAT19000013)**

4. SEAN M. MCCARTHY v. COUNTY OF NASSAU, NASSAU COUNTY DEPARTMENT OF ASSESSMENT, ASSESSMENT REVIEW COMMISSION, LAURA CURRAN, individually and in her official capacity as County Executive, DAVID F. MOOG, in his official capacity as County Assessor for Nassau County, TOWN OF OYSTER BAY, AND PLAINEDGE UNION FREE SCHOOL DISTRICTS, Nassau County Supreme Court, Index No. 607458/2020. **(County Contract # CQAT20000009)**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

ASSIGNOR: **CALCATERRA LAW PC**

By: _____
Name: Regina Calcaterra
Title: Sole Shareholder

ASSIGNEE: **LAW OFFICES OF JONATHAN A. SORKOWITZ**

By: _____
Name: Jonathan A. Sorkowitz
Title: Principal Attorney

CONSENTED TO:

COUNTY OF NASSAU

By: _____
Name: Thomas A. Adams
Title: County Attorney
Date: Oct. 17, 2024

By: _____
Name: _____
Title: Chief Deputy County Executive
Date: 12/31/24

ARTHUR T. WALSH
Chief Deputy County Executive

STATE OF NEW YORK)

COUNTY OF ~~NASSAU~~ Suffolk)

On the 15 day of October in the year 2024 before me personally came Regina Marie Calcaterra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk ; that ~~he~~ or she is the Assignor of Calcaterra Law PC 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

DIANA FRANKE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 05FR6288691
Qualified in Suffolk County
My Commission Expires September 09, 2025

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

)ss.:

COUNTY OF NASSAU)

On the 9 day of October in the year 2024 before me personally came Jonathan Sorkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester ; that he or she is the Principal Attorney of Law offices of Jonathan A. Sorkowitz 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

PETER J. CHO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CH6308765
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES JULY 28, 2026

STATE OF NEW YORK)

)ss.:

On the 17th day of October 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 resides in the County of Nassau; that he is **County Attorney** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

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

On the 2nd day of January in the year 2025 before me personally came Arthur T. Walsh 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 a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this 'Amendment') dated as of the date that this Amendment is executed by Nassau County (the 'Effective Date'), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the County), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the Department), and (ii) **Calcaterra Law PC** (formerly known as Calcaterra Pollack LLP), with an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036 ("Calcaterra" or "Counsel"). .

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Wolf Haldenstein Adler Freeman & Herz LLP to Calcaterra Pollack LLP ("Wolf"), executed on behalf of the County on October 17, 2019, as amended and assigned by Wolf to Calcaterra Pollack LLP, amendment number CLAT20000007, executed on behalf of the County on March 10, 2021 (the "Original Agreement") Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from June 21, 2019, until the completion of services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Two Hundred Seventy-Five Thousand Dollars ($1,275,000.00) ('Maximum Amount'); and

WHEREAS, the County desires to amend the Original Agreement by increasing the Maximum Amount and expanding the scope of Services.

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

1. Maximum Amount. The Maximum Amount of the Original Agreement for Services shall be increased by Two Hundred Fifty Thousand Dollars ($250,000.00) ("Amendment Maximum Amount"), so that maximum amount the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be One Million Five Hundred Twenty-Five Thousand Dollars ($1,525,000.00) (the "Amended Maximum Amount").

2. Services. The services to be provided by Counsel under this Amendment shall include representing the County in the class-action property tax assessment proceeding entitled *Louann Associates LLC v. County of Nassau*, et al., Index No. 600700/2023 that challenges the 2014 Disputed Assessment Fund law, and *Retail Property Trust v. Nassau*, et. al., Docket No. cv-02193-JS-AYS, an AISE litigation wherein the requirements of Nassau County Local law to file AISE statements with Nassau County Assessor are being challenged on allegations of several constitutional law violations ("the Services") (the "Amended Agreement").

3. Partial Encumbrance. Counsel acknowledges that County will partially encumber funds to be applied towards the Maximum Amount throughout the term of this Agreement. Counsel further

acknowledges that the initial encumbrance shall be Eighty Thousand Dollars ($80,000.00), thereafter the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CALCATERRA LAW PC

By: _____
Name: Regina Calcaterra
Title: Owner
Date: 3-4-24

NASSAU COUNTY

By: _____
Name: Thomas A. Adams
Title: County Attorney

Date: March 14, 2024

NASSAU COUNTY

By: _____
Name: ARTHUR T. WALSH
Title: ☐ County Executive
☐ Deputy County Executive
Chief Deputy County Executive

Date: 8/1/24

PLEASE EXECUTE IN BLUE INK

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

On the 4 day of March in the year 2024 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 Nassau; that he or she is the Firm Owner, 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 Suffolk

Richard D. Noncarrow
Notary Public, State of New York
No. 01NO6224106
Qualified in Suffolk County
My Commission Expires June 21, 2026

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

On the 14th day of March in the year 2024 before me personally came Thomas A. Adams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the County Attorney, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Law, including Nassau County Charter Section 1101.

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 1st day of August in the year 2024 before me personally came Arthur T. Walsh 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of the Nassau County Attorney**, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Wolf"), and (iii) **Calcaterra Pollack LLP**, with an office located at 1140 Avenue of the Americas, 9th Floor, New York, New York 10036 ("Calcaterra" or "Counsel").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT19000013 between the County and Wolf, executed on behalf of the County on October 17, 2019 (the "Original Agreement"), Wolf provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from June 21, 2019 until the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, Wolf represents the County in the class action litigation known as *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Hall Litigation"); and

WHEREAS, Regina Calcaterra, a key member in the County's defense in the Hall Litigation, has left Wolf to form the firm Calcaterra; and

WHEREAS, as a result of Regina Calcaterra's departure, Wolf now desires to assign the Hall Litigation and this Agreement to Calcaterra; and

WHEREAS, Section 12 of the Original Agreement permits an assignment of the Original Agreement with the County's prior written consent; and

WHEREAS, further, the parties now desire to amend the Original Agreement as set forth herein.

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

1. Amended Term. The Original Term shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall commence on May 7, 2019 and shall terminate upon the completion of Services, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Assignment. Wolf hereby assigns and conveys the Original Agreement, and all of Wolf's right, title, interests and obligations in, to and under the Original Agreement to Calcaterra, effective as of July 1, 2020, and Calcaterra hereby agrees to accept such assignment and conveyance, and for all intents and purposes Calcaterra shall be deemed

Counsel under the Original Agreement as if originally set forth therein. ***By execution of this Amendment, the County hereby consents to such Assignment.***

3. Payment. (a) Amount of Consideration. For the period May 7, 2019 through June 30, 2020, the hourly rates provided under Section 3(a)(1) of the Original Agreement shall remain in effect. Effective July 1, 2020, compensation for Services performed under this Amended Agreement shall be paid at the following reduced hourly rates:

(i) Partner:	$445.00
(ii) Associate:	$252.00
(iii) Paralegal:	$121.00
(iv) Intern:	$31.00

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

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

(i) Counsel 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 Counsel'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) Counsel 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) Counsel 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 Counsel is required to retain other records pertinent to performance under this Agreement; and

(vi) Counsel 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.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

By: _____
Name: Mark C. Rifkin
Title: Partner
Date: 6/22/20

CALCATERRA POLLACK LLP

By: _____
Name: Regina Calcaterra
Title: Partner
Date: 6/19/2020

NASSAU COUNTY

By: _____
Name: JAMES KAISCHAU
Title: County Attorney
Date: 6/26/2020

NASSAU COUNTY

By: _____
Name: Helena Williams
Title: ☐ County Executive
☐ Deputy County Executive
Date: 3/10/21

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ New York)

On the 18th day of June in the year 2020 before me personally came Regina Calcaterra to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Partner of Calcaterra Pollack LLP, 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.

Janine Pollack
NOTARY PUBLIC
Made pursuant to Executive Order 202.7.

JANINE POLLACK
Notary Public, State of New York
No. 02PO5077174
Qualified in New York County
Commission Expires May 5, 20 23

STATE OF NEW YORK)
New York)ss.:
COUNTY OF ~~NASSAU~~)

On the 22nd day of June in the year 20 20 before me personally came Mark O'Brien to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ~~[illegible]~~; that he or she is the Partner of ~~Wolf Haldenstein Adler~~ Freeman & Herz LLP 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

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

Made pursuant to Executive order 202.7

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

On the 26th day of June in the year 2020 before me personally came Jared A. Kasschau 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 of Nassau County 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

MARY J. NORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02NO6266941
Qualified in Nassau County
Commission Expires August 6, ~~2016~~ 2020

4

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

On the 10 day of March in the year 2021 before me personally came Helena Williams 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 a **Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

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) **Wolf Haldenstein Adler Freeman & Herz LLP**, with an office located at 270 Madison Avenue, New York, New York 10016 ("Counsel" or "Contractor").

WITNESSETH:

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

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

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

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

1. Term. Once the Agreement becomes effective, the term shall commence as of the date the Agreement was executed by Counsel, 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 the representation of Nassau County related to the class action case assigned to Counsel, entitled: *Hall v. Nassau County, Department of Assessment of Nassau County, Assessment Review Commission of Nassau County, et. al., Index No.:19-CV-893* (the "Services"). Services under this Agreement shall include, but not be limited to, motion practice; pre-trial work; discovery; class certification; motion to dismiss; trial; appeals; transactional related issues, 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 litigation.

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 Million Two Hundred Seventy-Five Thousand Dollars ($1,275,000.00) ("Maximum Amount"), provided that the parties to this Agreement may agree to increase the Maximum Amount in accordance with the procedures outlined in the Guidelines. Any increase to the Maximum Amount shall be subject to a formal written amendment fully approved and executed by both parties, including approval by the Rules Committee of the County Legislature. Compensation for professional services

shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	$495.00
(ii) Of Counsel:	$325.00
(ii) Associate:	$280.00
(iii) Paralegal:	$135.00
(iv) Interns:	$35.00

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

(3) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the initial encumbrance shall be Three Hundred Eighty-Two Thousand Dollars ($382,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

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

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

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

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

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

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

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

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

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

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

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, the parties hereto have executed this Agreement of the dates appearing below their respective signatures.

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP

By: Peter C. Harrar

Name: Peter C. Harrar

Title: Managing Partner

Date: June 21, 2019

NASSAU COUNTY

By:

Name: JARED A. KASSCHAU

Title: County Attorney

Date: 6/24/2019

NASSAU COUNTY

By: Helena Williams

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 10-17-19

PLEASE EXECUTE IN BLUE INK

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

On the 21st day of June in the year 2019 before me personally came Peter C. Harrar to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfield; that he or she is the Managing Partner of Wolf Haldenstein Adler Freeman & Herz LLP 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

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

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

On the 24th day of June in the year 2019 before me personally came **Jared A. Kasschau** 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 **Nassau 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, 2023

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

On the 17 day of October in the year 2019 before me personally came Helene Williams 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 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

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2020
COMMISSIONED IN NASS COUNTY

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency

that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond

to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

I. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs

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

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

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:

Peter C. Harrar (Name)

Wolf Haldenstein Adler Freeman & Herz LLP
270 Madison Avenue
New York, NY 10016 (Address)

212-545-4600 (Telephone Number)

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

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

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

_____

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

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

June 21, 2019
Dated

Peter C. Harrar
Signature of Chief Executive Officer

Peter C. Harrar
Name of Chief Executive Officer

Sworn to before me this
21st day of June, 2019.

Notary Public

DANIEL TEPPER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02TE6140983
Qualified in Westchester County
Commission Expires April 27, 2022

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 15, 2026

Nassau County
1 WEST ST
MINEOLA NY 11501

Account Information:

Policy Holder Details :	**JAS Legal, P.C. Law Offices of DBA Jonathan A. Sorkowitz**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2026

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 ADDITONAL 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	CONTACT NAME:	
PATRIOT GROWTH INS SVCS LLC/PHS 16162627 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
JAS Legal, P.C. Law Offices of DBA Jonathan A. Sorkowitz 480 Bedford Road, Suite 3201 Chappaqua NY 10514	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. * LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		16 SBA BH5NYB	07/03/2026	07/03/2027	EACH OCCURRENCE	$ $1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $1,000,000
							GENERAL AGGREGATE	$ $2,000,000
							PRODUCTS - COMP/OP AGG	$ $2,000,000
								$
	AUTOMOBILE LIABILITY [ ] 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)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER

Nassau County
1 WEST ST
MINEOLA NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2026

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

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

PRODUCER	CONTACT NAME: Rachel Deuring
McGowan & Company, Inc. 20595 Lorain Road Fairview Park, Ohio 44126	PHONE (A/C, No, Ext): 440-333-6300 x3677 FAX (A/C, No): E-MAIL ADDRESS: rdeuring@mcgowanprograms.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Kinsale
INSURED Law Offices of Jonathan A. Sorkowitz 480 Bedford Rd., Suite 3201 Chappaqua, NY 10514	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
				0100293724-2	4/5/2026	4/5/2027	Limit Per Claim	$2,000,000
							Aggregate	$2,000,000
							Deductible	$10,000

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

Professional Liability E&O Insurance-Claims made policy

Please note this certificate is for informational purposes only and does not change the terms and conditions of the policy.

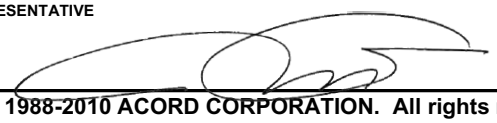
CERTIFICATE HOLDER

Nassau County
1 West St.
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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www.sorkowitzlaw.com

October 16, 2026

Mary Nori
Anthony Caruso
Office of the Nassau County Attorney

Via Email and Vendor Portal

Re: Law Offices of Jonathan A. Sorkowitz

Dear Mary and Anthony,

This letter responds to Anthony's email to me of October 15 relating to my disclosures.

Anthony asked that I explain why my firm is not providing Worker's Compensation and Disability and Paid Family Leave Benefits insurance certificates in addition to Professional Liability and Commercial General Liability certificates.

Law Offices of Jonathan A. Sorkowitz is a solo practice. I am the only owner, the only officer (my title is Principal Attorney), and the only employee. One-person owned corporations in which an individual owns all of the stock and holds all offices of the corporation, and which have no employees, are not required to carry Worker's Compensation or Disability and Paid Family Leave Benefits coverage under New York law, and Law Offices of Jonathan A. Sorkowitz does not carry those two lines of coverage.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Jonathan A. Sorkowitz