

Department: County Attorney

E-56-16

## Contract Details

SERVICES:

NIFS ID #:CLAT15000034

NIFS Entry Date: 12/10/2015 Term: August 1, 2010 - completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment #5 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES# _____			

## Agency Information

Vendor		County Department
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447	Department Contact Jaclyn Delle
Address  666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person  Robert A. Spolzino, Esq.	Address  1 West Street Mineola, New York 11501
	Phone  (914) 872-7497	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
	OMB	NIFS Approval <input type="checkbox"/>	1/21/16	Josephine Fine	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/29/16	D. Amato	
1/29/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/1/16	Valley	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	2/12/16	Concetta A. Petrucci	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
2/4/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/4/16		

CLASSIFIED BY: 60320  
DATE: 11/19/2001  
REASON: 25X(1)  
DECLASSIFY ON: 25X(1)  
D 3-17



## Contract Summary

<b>Description:</b> Amendment #5 to outside counsel contract
<b>Purpose:</b> Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is to provide an opinion on litigation of certain aspects related to the County Guaranty.
<b>Method of Procurement:</b> Contract amendment. For services related to the County Guaranty: Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser based upon their experience in the subject matter and availability. See below for procurement history.
<b>Procurement History:</b> <u>For services related to asbestos claims from working in the Nassau County Coliseum:</u> Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. <u>For services related to the EPA matters:</u> A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. <u>For services related to the HAVA cases:</u> Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$0.01
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

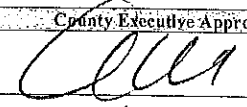
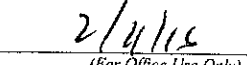
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$0.01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 
Date	Date	(For Office Use Only)
		<b>E #:</b>

RULES RESOLUTION NO.    – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CLAT15000034)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: For services related to asbestos claims from working in the Nassau County Coliseum; Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, LLP. Wilson Elser was selected. For services related to the EPA matters; A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz, and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases; Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. For services related to the County Guaranty; Wilson Elser was added to a panel of qualified firms established after a Request for Qualification was issued. The County has retained the firm Rivkin Radler, LLP as counsel for matters related to the County Guaranty. The County needed a second opinion on proposed litigation and selected Wilson Elser (who were also added to the panel of qualified firms established after the Request for Qualification was issued) based upon their experience in the subject matter and availability.

### **IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

### **V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 3/09/15

## AMENDMENT NO. 5

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) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010 (the "Original Agreement"), as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013, and as amended by amendment four (4), County contract amendment CLAT14000020 executed on behalf of the County on December 1, 2014, Counsel provides legal services to the County in connection with litigation known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the County has retained a law firm to provide legal services in connection with litigation known as New York Telephone Co. v. Town of North Hempstead v. Nassau County, Index No. 12192/98, for matters related to the issues presented by this suit, and the multiple other claims and suits that relate to alleged tax refunds claimed against the County where such tax refund claimants assert various causes of actions for payment of the refunds including but not limited to claims made pursuant to the so-called "County Guaranty;" and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of Services (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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Maximum Amount"); and

WHEREAS, the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also provide the County with a second opinion regarding litigation related to the County Guaranty.

2. 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.

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By: [Signature]  
Name: ROBERT A. STOLZINO  
Title: PARTNER  
Date: DECEMBER 9 2015

NASSAU COUNTY

By: [Signature]  
Name: Carnell Foskey  
Title: County Attorney  
Date: 11/11/15

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 9<sup>th</sup> day of December in the year 2015 before me personally came Robert Spolano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Litchester; that he or she is the Partner of Wilson Elser Moskowitz Edelman Miller 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

JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114  
Qualified in Nassau County  
Commission Expires on June 2, 2018

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

On the 4<sup>th</sup> day of January in the year 2016 before me personally came Carnell Foskey 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

JACLYN DELLE  
Notary Public, State of New York  
No. 02DE6305114  
Qualified in Nassau County  
Commission Expires on June 2, 2018

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.

**Contract Details**

SERVICE Special Counsel

NIFS ID #: CQAT10000033 NIFS Entry Date: 1/25/10 Term: from August 1, 2010 to July 31, 2011

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

**Agency Information**

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#
Address 666 Old Country Road Garden City, NY 11530	Contact Person Robert A. Spolzino, Esq.
	Phone

County Department
Department Contact DCA Susan Gordon
Address One West Street Mineola, NY 11501
Phone 516 571 0490

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) X NIFS Appvl (Dept. Head) X	10/8/10	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	10/27/10	<i>[Signature]</i>	Yes No X Not required if blanket resolution
10/27/10	County Attorney	CA RE&I Verification <input type="checkbox"/>	10/27/10	<i>[Signature]</i>	
10/28/10	County Attorney	CA Approval as to form <input type="checkbox"/>	10/28/10	<i>[Signature]</i>	Yes No X
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	12/10/10	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	12/10/10	<i>[Signature]</i>	



12/14/10

County Executive	Notarization Filed with Clerk of the County of Nassau		
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## Contract Summary

<b>Description:</b>
<b>Purpose:</b> To provide legal representation in the matters of <u>Nassau v. State of New York</u> , Index 005821/10 and <u>U.S. v Nassau</u> , 10-2320 CV
<b>Method of Procurement:</b> The law firms of Jaspas Schlesinger LLP, Levant & SLiney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications.
<b>Procurement History:</b> None
<b>Description of General Provisions:</b> As described above
<b>Impact on Funding/Price Analysis:</b> \$25,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$25,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$25,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	\$25,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>INSURANCE SECTION TOTAL</b>		<b>\$25,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: _____	
Name: _____		Name: _____		Date: _____	
Date: 12/16/10		Date: 12/15/10		Date: 12/14/10	
				(For Office Use Only)	
				E #:	

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(HAVA)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Garden City, NY 11530

**FEDERAL TAX ID#** 132679447

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_. [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

**IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.**

X A. Three law firms were interviewed – Wilson Elser LLP, Jaapan Shlesinger LLP and Levanthal & Sliney LLP. Wilson Elser was selected based upon its experience and qualifications.

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

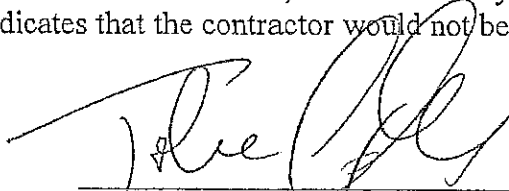
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
John Ciampoli, County Attorney  
10/2/10  
\_\_\_\_\_  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, dated as of August 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) the Nassau County Attorney located at 1 West Street, Mineola, New York 11501 on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is currently litigating the cases of County of Nassau, Nassau County Board of Elections, et al. v. State of New York, New York State Board of Elections, et al., Index No. 005821/10 and United States of America v. Nassau County Board of Elections, Nassau County Legislature, #10-2320-CV (collectively the "HAVA Cases"); and

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

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

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

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

1. Term. This Agreement shall commence on August 1, 2010 and shall terminate on July 31, 2011 unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may, in its discretion, extend the term of this Agreement for a period of time necessary to resolve the litigations.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing the County as plaintiff and defendant in the HAVA Cases ("Services"). Subject to Section 13 herein, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the Lawsuits.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars (\$25,000.00) ("Maximum Amount"). Hourly compensation for professional services shall be paid in accordance with the following fee schedule:

	<u>in-Court Time</u>	<u>out-of-Court Time</u>
i) Partner	\$250.00	\$235.00
ii) Associate	\$175.00	\$160.00

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

(b) Vouchers; Voucher Review, Approval and Audit. Payments 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 claims 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 with the Maximum Amount for all reasonable expenses and disbursement actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

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

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), 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 the Counsel to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County 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. (a) 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.

(b) For the purpose of this Agreement and in accordance with the foregoing, the County hereby consents to Counsel representing parties adverse to the County in tax certiorari and condemnation proceedings.

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) per occurrence and two million dollars (\$2,000,000) 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 liability of not less one million dollars (\$1,000,000.00) per claim; (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) 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 One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. 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:

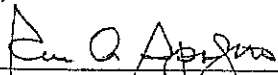
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

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

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

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the date first above written.

WILSON ELSEY MOSKOWITZ EDELMAN &  
DICKER, LLP

By: 

Name: ROBERT A. SPOLZANO

Title: PARTNER

Date: 8/31/10

NASSAU COUNTY

By: 

Name: JOHN CAMPISI

Title: County Attorney

Date: 

By: 

Name: RICHARD R. WALKER

Title: Deputy County Executive

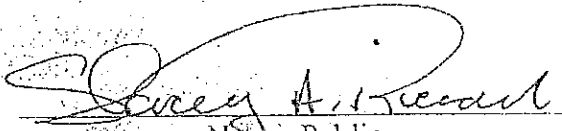
Date: 12/14/10

PLEASE EXECUTE IN BLUE INK

UNIFORM ACKNOWLEDGMENT (IN STATE)

STATE OF NEW YORK            )  
  ) SS.  
COUNTY OF WESTCHESTER    )

On the 31st day of August, 2010, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared ROBERT A. SPOLZINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 0178527154  
Qualified in Westchester County  
Commission Expires: 10/27/2013



On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2010 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 the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
IN SENATE,

On the 8<sup>th</sup> day of October in the year 2010 before me personally came JOHN Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he or she is the **County Attorney** of Nassau County, 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.

*Diana Catapano*  
 DIANA CATAPANO  
 NOTARY PUBLIC, STATE OF NEW YORK  
 NO. 01CA6089854  
 QUALIFIED IN NASSAU COUNTY  
 COMMISSION EXPIRES MAR. 31, 2011

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

On the 14 day of December in the year 2010 before me personally came Richard R. Walken 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  
Doreen M. Kemica

DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/20.....

## 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:

DANIEL J. McMAHON (Name)

55 WEST MONROE STREET, SUITE 2800, CHICAGO, IL 60603 (Address)

312-704-0550 (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

9/13/10  
Dated

[Signature]  
Signature of Chief Executive Officer

Daniel J. McMahon  
Name of Chief Executive Officer

Sworn to before me this

13th day of September, 2010.

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
ROSARY A. CASIELLO, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 6, 2013



EDWARD P. MANGANO  
County Executive



JOHN CIAMPOLI  
County Attorney

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY  
Ralph G. Casa Executive and Legislative Building  
One West Street  
Mineola, New York 11501-4820  
516-571-3056  
FAX: 516-571-6604

To Whom It May Concern:

The County Attorney's office is seeking to extend the time for responses to the request for qualifications for proposals from law firms for special counsel to the County of Nassau. The details regarding the extension of time to respond to RFQ# AT 0519-1018 is as follows:

RFQ# is AT0519-1018\_\_\_\_\_

TITLE: Request for Qualification for Special Counsel to the County of Nassau - Amendment for time to respond to request #AT 0519-1018\_\_\_\_\_

AMENDMENT # \_1\_

This amendment has been issued to change the end/due date of this proposal.

From: June 2, 2010 \_\_\_\_\_ To: June 25, 2010 \_\_\_\_\_

All other terms and conditions remain the same.

EDWARD P. MANGANO  
County Executive



JOHN CIAMPOLI  
Nassau County Attorney

NASSAU COUNTY ATTORNEY'S OFFICE  
REQUEST FOR QUALIFICATIONS ("RFQ") FOR  
SPECIAL COUNSEL TO THE COUNTY OF NASSAU

DATE OF ISSUE: May 19, 2010  
RFQ # AT0519-1018.

SECTION I - BACKGROUND AND PURPOSE OF THE RFQ

The County Attorney's Office serves as counsel for the County of Nassau (the "County") and its agencies, representing the County in virtually all lawsuits brought on behalf of, or against, the County in federal and state courts and administrative proceedings. The County also provides legal representation to County officials and employees who are sued in their individual and official capacities, and whom the County is required to defend and indemnify pursuant to law.

The purpose of this RFQ is to establish a panel of qualified law firms from which the County Attorney, at his sole and absolute discretion, may select and appoint as Special Counsel. Subsequent to qualification the law firm will be on retainer to the County.

This RFQ process neither precludes nor limits the County Attorney's powers under the Nassau County Charter to select Special Counsel, as may be required from time to time, beyond those firms selected under this RFQ. The panel of law firms qualified under this RFQ may be supplemented and updated periodically, and needed and as may be specified by the County Attorney.

A Deputy County Attorney will be assigned to each matter to, *inter alia*, coordinate representation of the County and its agencies with the selected law firms.

Special Counsel contracts will be awarded for a period of one year, with one-year renewal options solely at the County's discretion.

All proposals will be evaluated on the following criteria:

1. Cost
2. Experience and references
3. General reputation in the areas of law specified from the list set forth below
4. Legal writing ability
5. Resources to be directly applied in performing services

The County Attorney may conduct personal interviews with law firms submitting proposals.

#### SECTION IV – THE PROPOSAL PACKAGE

The proposal package submitted by each firm shall contain the following:

1. Proposal Cover Letter – The proposing firm shall submit a cover letter transmitting its proposal to the County Attorney. The cover letter shall be signed and dated by an individual authorized to negotiate and enter into a contract with the County on behalf of the proposing law firm. The telephone number, facsimile transmission number, and e-mail address of that person shall also be stated in the letter, together with a statement that the indicated individual is the authorized contact for the proposing law firm.

2. Technical Proposal – The Technical Proposal is a narrative that addresses the Scope of Work described in Section II of this RFQ. At a minimum, the following shall be included:

a. A brief description of the firm's experience in each of the areas of law for which it proposes to provide services.

b. The names, resumes, relevant background, areas of practice, and the courts to which the attorneys are admitted to practice, of those attorneys in the firm who would be directly responsible for working on County matters.

c. The employee composition of the firm, indicating the number of attorneys, paralegals and support staff.

d. A statement from the firm regarding any potential or actual conflicts of interest including, but not limited to: (i) any material arrangements, relationships or other employment that the firm or any firm employee has with any law firms, or other persons or entities, that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (ii) any family relationship that any employee of the firm has with any County public official, employee or servant that may create a conflict of interest, or the appearance of a conflict of interest, in acting as Special Counsel to the County; (iii) a list of all cases and matters in which the firm, at the time of submission of its proposal, is actively engaged in which the County is a party. In addition, the Technical Proposal shall describe any procedures the firm either has, or would adopt, to assure the County that a conflict of interest would not exist for the firm in the future.

e. A statement that the firm does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.

f. A statement that the firm agrees to abide by the County's Code of Ethics.

g. A statement representing that the firm will carry malpractice insurance in connection with its representation of the County.

h. The name, title and telephone number of the person authorized to act on behalf of the

firm.

- i. Agreement to follow litigation and representation guidelines as may be promulgated by the County Attorney.

Any questions regarding this RFQ should be addressed to the County Attorney's Contact Person:

Lisa LoCurto, First Chief Deputy County Attorney  
Office of the County Attorney  
1 West Street  
Mincola, New York 11501  
(516) 571-3033

Contract ID#: COAT10000053



Department: County Attorney

 verified copy  
 received on 09/27/2011

E-07-11

## Contract Details

SERVICE Special Counsel

NIFS ID #: CLAT10000020 NIFS Entry Date: 12/29/10, Term: from August 1, 2010 to July 31, 2011

New Renewal	<input type="checkbox"/>
Amendment	X
Time Extension	<input type="checkbox"/>
Addl. Funds	X
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
5) Insurance Required	Yes X	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Garden City, NY 11530	Contact Person Robert A. Spolzino, Esq.  Phone

County Department
Department Contact DCA Susan Gordon
Address One West Street Mineola, NY 11501
Phone 516 571 0490

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) X NIFS Appvl (Dept. Head) X	29 Dec 2010	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	1/3/11	[Signature]	Yes X No Not required if blanket resolution
12/29/10	County Attorney	CA RE&I Verification <input type="checkbox"/>	12/29/10	[Signature]	
12/30/10	County Attorney	CA Approval as to form <input type="checkbox"/>	12/30/10	[Signature]	Yes X No
	Legislative Affairs	Fwd Original E to CA <input type="checkbox"/>	1/3/11	[Signature]	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>	1/6/11	[Signature]	
	County Executive	Authorization Filed with Clerk of the Leg <input type="checkbox"/>	1/3/11	[Signature]	



## Contract Summary

Contract Number:

Contract Description: [Illegible text]

Original Procurement #: [Illegible text]

**Procurement History:** The law firms of Jaspán Schlesinger LLP, Levantini & Slone LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of law and the Voting Rights Act. All of the firms were qualified pursuant to the RFP issued in May 2010.

**Description of General Provisions:** As described above.

**Impact on Funding - Price Analysis:** \$250,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** approve as submitted

## Advisement Information

BUDGET CODES	
Fund	GEN
Control	
Resp	1100
Object	502
Transaction	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$250,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$250,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE 502	\$250,000.00
2		
3		
4		
5		
6		
<b>TOTAL</b>		<b>\$250,000.00</b>

Document Prepared By: [Illegible text]

Date: [Illegible text]

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into TRFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name: [Signature]
Name: [Signature]	Name: [Signature]	Date: 1/3/11
Date: 8/15/11	Date: 7/12/11	(For Officer Use Only)
		E #:

E-7-11

RULES RESOLUTION NO. 12 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-10-11  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

RESOLUTION NO. 1101

WHEREAS, the County Attorney has executed an amendment to a  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a  
special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker  
LLP, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to the special counsel agreement entered into by the County  
Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP



Name	Office Address
Abate Marco, Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler, Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar, Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri, Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Aralen, Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arlodge, Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach, Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco, Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin, Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy, Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry, Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman, Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg, Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman, Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns, Robert A	33 Washington Street Newark, NJ 07102-3017 US
Bernstock, Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron, Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II, Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek, Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock, Martin	677 Broadway Albany, NY 12207-2996 US
Bilger, L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek, Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair, Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert, William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski, Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari, Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule, Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa, Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan, Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett, Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin, Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown, Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown, James S	150 East 42nd Street New York, NY 10017-5639 US
Brown, Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown, Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn, Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci, Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd, James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke, James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner, Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III, John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazzo, Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron, Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria, Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Cata, Ricardo J	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Cawley, Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles, Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng, Eric G	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry, Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark, Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente, Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford, John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey, Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
Cohen, Laurie T	677 Broadway Albany, NY 12207-2996 US
Collins, J. Price	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Colombo, Sherri M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino, Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon, Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless, Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corleto, Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing, Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles, Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo, Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das, Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'Avanzo, Joseph A	3 Gannett Drive White Plains, NY 10604-3407 US
Deaver, James T.h	150 East 42nd Street New York, NY 10017-5639 US

Hackley, Arthur M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hacker, Paul D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hackett, Colin P	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Haden, David S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hager, William K	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hahn, John P	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hall, David J	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hall, Marshall	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamer, William K	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamm, Julie Robin	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamm, Robert M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamm, Glenn S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamm, Charles M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamel, Alan	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hamman, Christopher P	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hannery, John M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Harris, Daniel F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hartmann, Joseph L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Freeman Nicholas D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Friedberg, Alan	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Frieth, Glenn J	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gallagher, Lorraine E J	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gallo, Joseph A	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gambardella, Thomas	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gambino, Mary E	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gandy, William G	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gardner, Gary A	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Garson, Edward P	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gaynor, Alan S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gebhardt, Robert C	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gehlar, Bernard	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Geraghty, Patrick D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Geroulo, Mary Jean	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Giannetta, Cathleen A	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gilmore, Ashley F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goldner, Anthony M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Golson, Patricia A	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goodson, Robert W	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Graffeo, Allison R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Gunning, Robert T	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hackett, Colin P	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hagen, Gregory D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Haimowitz, Aaron R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hanlon, Joseph T	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hanrahan, Catherine A	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Harding, Jacqueline	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Harris, Theresa M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Harrison, Robert W	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Heitman, Jennifer S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Heller, Bennett R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Henderson, John R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Herlihy, Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Heubel, Gerard J	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Higgins, Sean M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hirsch, Irving B	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hoang, Arlene N	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US

Hofman, Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes, David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson, Kelly, Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr., E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe, Sylvère M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland, Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn, Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jast, Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers, Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins, Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings, Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe, Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones, Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan, Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadorian, James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn, David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn, Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow, Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich, Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp, Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz, Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman, Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh, Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly, Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly, Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent, Steven S	150 East 42nd Street New York, NY 10017-5639 US
King, Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis, Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani, Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein, Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf, Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba, Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause, Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss, Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss, William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski, Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar, Jason M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Laird, Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin, Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer, Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella, Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree, Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledwin, Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee, John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn, Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr, Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner, Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko, Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur, Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine, Ton S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy, Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin, Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum, Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney, Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa, Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi, Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero, Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas, Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino, Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello, Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola, Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough, Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann, John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern, Joseph A. h	3 Gannett Drive White Plains, NY 10604-3407 US
McLean, Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon, Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels, Peter A	3 Gannett Drive White Plains, NY 10604-3407 US



Gherman, Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith, Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitaletto, Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spoizino, Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley, Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski, James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato, Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel, Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens, Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart, Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel, Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik, Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius, Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan, John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs, Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa, Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas, Mark W	677 Broadway Albany, NY 12207-2996 US
Thome, Sheri M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Thurston, James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem, David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin, Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins III, George N	150 East 42nd Street New York, NY 10017-5639 US
Tone, Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping, Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello, Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie, James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali, Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori, Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel, Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace, Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters, Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters, Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber, Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween, Mariin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman, Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson, Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams, Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills, Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr, Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn, William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz, Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright, Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young, Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young, Steven L	3 Gannett Drive White Plains, NY 10604-3407 US



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11401

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP  
(HAVA) CLAT10000020

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 8, 2010. This is an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The procurement for the original agreement is as follows. The law firms of Jaspan Schlesinger LLP, Levanthal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act. All of the firms were qualified pursuant to the RFQ issued in May 2010.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.**

A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the**

...the contract should not include a performance evaluation of the contractor. If the contractor has not received an evaluation of performance, the contract should not include a performance evaluation of the contractor.

In certain limited circumstances, continuing a competitive process and/or competitive bidding may not be possible because of the nature of the human services program, or the need to continue service through the same provider. In those circumstances, the implementation of a competitive process and/or performance evaluation is inapplicable.

VII. F) This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 098 of 1995, including a receipt and evaluation of contract, Statements of Qualifications & Performance Data, and its negotiation with the most highly qualified and

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-130 (1987-1 CB 136), attached as Appendix A to the Comptroller's Memorandum, dated February 1, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

John Ciampoli, County Attorney

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



AMENDMENT NO. 1

AMENDMENT, dated as of December \_\_, 2010 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510, Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars (\$25,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to increase the Maximum Amount.

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 in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "Amended Maximum Amount").

2. 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.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

By: [Signature]  
Name: [Name]  
Title: [Title]  
Date: 8/12/11

NASSAU COUNTY

By: [Signature]  
Name: John Ciampoli  
Title: County Attorney  
Date: 8/7/11

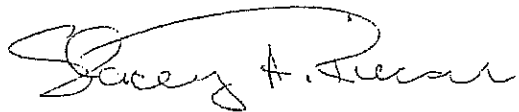
By: [Signature]  
Name: Edward P. Mangano  
Title: Deputy County Executive  
Date: 8/10/11

PLEASE EXECUTE IN BLUE INK

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

On the 21<sup>st</sup> day of December in the year 2010 before me personally came Robert A. Spolizio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Eker, 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



STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 01R15087154  
Qualified in Westchester County  
Commission Expires: 10/27/08 2013

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

On the 29 day of December in the year 2010 before me personally came John Ciampoli 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 the County Attorney of Nassau County, 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.

NOTARY PUBLIC

NINA DELUCA  
Notary Public, State of New York  
No. 01DE6199846  
Qualified in Suffolk County  
Commission Expires Jan. 20, 2013



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

On the 16 day of August in the year 2010 before me personally came Edward P. Montano 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



DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

Contract ID#: CQAT10000033



Department: County Attorney

**E-104-11**  
SERVICE: Special Counsel

## Contract Details

NIFS ID #: CLAT11000008 NIFS Entry Date: 12/29/10 Term: from August 1, 2010 to July 31, 2011

New Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment X	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

## Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID#
Address 666 Old Country Road Garden City, NY 11530	Contact Person Robert A. Spolzino, Esq.
	Phone

County Department	
Department Contact DCA Susan Gordon	
Address One West Street Mineola, NY 11501	
Phone 516 571 0490	

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) X NIFS Appvl (Dept. Head) X	16 May 2011	Lisa LoCuto	
	OMB	NIFS Approval <input type="checkbox"/>	5/16/11	K. Miller	Yes <input type="checkbox"/> No X Not required if blanket resolution
5/16/11	County Attorney	CA RE&I Verification <input type="checkbox"/>	5/16/11	Alvares	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/16/11	Lisa LoCuto	Yes <input checked="" type="checkbox"/> No X
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	5/18/11	Gregory A. May	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/18/11		
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/18/11		



## Contract Summary

<b>Description:</b>
Purpose: To amend an agreement to provide legal representation on a Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.
Method of Procurement: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.
Procurement History:
Description of General Provisions: As described above
Impact on Funding / Price Analysis: None
Change in Contract from Prior Procurement: None
Recommendation: approve as submitted

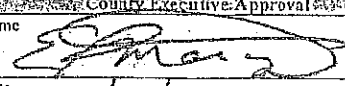
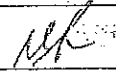
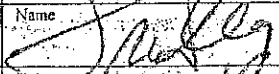
## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1	AT GEN 1100/DE502	\$
Control:		County		\$	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	502	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		<b>TOTAL</b>		<b>\$01</b>	<b>TOTAL</b>		<b>\$01</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 5/18/11
Date: 7/24/11	Date: 7/24/11	E #: _____ (For Office Use Only)

RULES RESOLUTION NO. 14 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6/20/11  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

RULES RESOLUTION NO. - 2011

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL AGREEMENT ENTERED INTO BY THE  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

WHEREAS, the County Attorney, has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to the special counsel agreement entered into by the County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP

with

Name	Office/Address
Abatemarco, Tracy J	150 East 42nd Street New York, NY 10017-5639 US
Adler, Debra A	3 Gannett Drive White Plains, NY 10604-3407 US
Alcantar, Rebecca M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Alfieri, Lucinda H	3 Gannett Drive White Plains, NY 10604-3407 US
Aralen, Jeffrey	150 East 42nd Street New York, NY 10017-5639 US
Arledge, Jennifer W	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Bachrach, Joshua	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Baiocco, Joseph C	3 Gannett Drive White Plains, NY 10604-3407 US
Baldwin, Shelly L	150 East 42nd Street New York, NY 10017-5639 US
Baloy, Donna Marie	3 Gannett Drive White Plains, NY 10604-3407 US
Barry, Jeanne A	1010 Washington Boulevard Stamford, CT 06901 US
Beckelman, Michael S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Berg, Rebecca W	150 East 42nd Street New York, NY 10017-5639 US
Bergman, Arlene	150 East 42nd Street New York, NY 10017-5639 US
Berns, Robert A.	33 Washington Street Newark, NJ 07102-3017 US
Bernstock, Christine A	150 East 42nd Street New York, NY 10017-5639 US
Beron, Helmut	3 Gannett Drive White Plains, NY 10604-3407 US
Betke II, Alexander L	677 Broadway Albany, NY 12207-2996 US
Bialek, Adam R	150 East 42nd Street New York, NY 10017-5639 US
Bienstock, Martin	677 Broadway Albany, NY 12207-2996 US
Bilger, L Victor	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Billek, Maxwell L	33 Washington Street Newark, NJ 07102-3017 US
Blair, Kimberly E	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Bogaert, William T	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Bolechowski, Michael W	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bottari, Paul J	150 East 42nd Street New York, NY 10017-5639 US
Boule, Eugene T	150 East 42nd Street New York, NY 10017-5639 US
Boulhosa, Michael	3 Gannett Drive White Plains, NY 10604-3407 US
Brennan, Lawrence B	150 East 42nd Street New York, NY 10017-5639 US
Brett, Harry P	3 Gannett Drive White Plains, NY 10604-3407 US
Brisbin, Michael K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Brown, Christopher D	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Brown, James S	150 East 42nd Street New York, NY 10017-5639 US
Brown, Kenneth M	33 Washington Street Newark, NJ 07102-3017 US
Brown, Stephen P	1010 Washington Boulevard Stamford, CT 06901 US
Bryn, Sean M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Bucci, Gregg	3 Gannett Drive White Plains, NY 10604-3407 US
Burd, James M	100 Mallard Creek Road - Suite 400A Louisville, KY 40207 US
Burke, James F	3 Gannett Drive White Plains, NY 10604-3407 US
Bushner, Ronald S	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Bussey III, John W	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Caiazza, Nicholas R	150 East 42nd Street New York, NY 10017-5639 US
Cameron, Lee L	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Castoria, Louis H	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Cata, Ricardo J.	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Cawley, Michael J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Charles, Rose M	150 East 42nd Street New York, NY 10017-5639 US
Cheng, Eric G.	3 Gannett Drive White Plains, NY 10604-3407 US
Cherry, Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Clark, Douglas S	677 Broadway Albany, NY 12207-2996 US
Clemente, Salvatore A	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Clifford, John R	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Coffey, Michael W	3 Gannett Drive White Plains, NY 10604-3407 US
Cohen, Laurie T	677 Broadway Albany, NY 12207-2996 US
Collins, J. Price	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Colombo, Sherril M	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Contino, Victoria M	677 Broadway Albany, NY 12207-2996 US
Coon, Timothy P	3 Gannett Drive White Plains, NY 10604-3407 US
Corless, Thomas C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Corlelo, Anthony B	1010 Washington Boulevard Stamford, CT 06901 US
Cushing, Kym S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Dandelles, Stefan R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'angelo, Vincent	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Das, Anjali C	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
D'Avanzo, Joseph A	3 Gannett Drive White Plains, NY 10604-3407 US
Deaver, James T.h.	150 East 42nd Street New York, NY 10017-5639 US



Del Gallo, Brian	1010 Washington Boulevard Stamford, CT 06901 US
DeL Gregory J	150 East 42nd Street New York, NY 10017-5639 US
Dennenberg Deborah J	150 East 42nd Street New York, NY 10017-5639 US
Deniston, Martin K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Derisco, Donald G	3 Gannett Drive White Plains, NY 10604-3407 US
Despotakis, Constantine A	3 Gannett Drive White Plains, NY 10604-3407 US
Dimarco, Erik C	150 East 42nd Street New York, NY 10017-5639 US
Donovan, James P	3 Gannett Drive White Plains, NY 10604-3407 US
Donovan, Kevin C	33 Washington Street Newark, NJ 07102-3017 US
Dopson, Genese K	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Dougherty, Eugene P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Dryer, Jonathan	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Dudley, Susannah M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Edwards, Michael M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Eichhorn, Donald P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Eisen, David S	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Eisler, Mark D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Ellick, Ross J	3 Gannett Drive White Plains, NY 10604-3407 US
Endick, Marshal	150 East 42nd Street New York, NY 10017-5639 US
Enger, William K	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Evans, Julie Robin	150 East 42nd Street New York, NY 10017-5639 US
Fedullo, Rochelle M	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Feinberg, Glen S	3 Gannett Drive White Plains, NY 10604-3407 US
Feuer, Charles M	3 Gannett Drive White Plains, NY 10604-3407 US
Fiedel, Alan	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Flanagan, Christopher P	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Flannery, John M	3 Gannett Drive White Plains, NY 10604-3407 US
Flores, Daniel F	33 Washington Street Newark, NJ 07102-3017 US
Francoeur, Joseph L	150 East 42nd Street New York, NY 10017-5639 US
Freeman, Nicholas D	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
Friedberg, Alan	3 Gannett Drive White Plains, NY 10604-3407 US
Fuerth, Glenn J	150 East 42nd Street New York, NY 10017-5639 US
Gallagher, Lorraine E J	3 Gannett Drive White Plains, NY 10604-3407 US
Gallo, Joseph A	33 Washington Street Newark, NJ 07102-3017 US
Gambardella, Thomas	3 Gannett Drive White Plains, NY 10604-3407 US
Gambino, Mary E	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gandy, William G	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Gardner, Gary A	150 East 42nd Street New York, NY 10017-5639 US
Garson, Edward P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gaynor, Alan S	150 East 42nd Street New York, NY 10017-5639 US
Gebhardt, Robert C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Gehlhar, Bernard	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Geraghty, Patrick D	3 Gannett Drive White Plains, NY 10604-3407 US
Geroulo, Mary Jean	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Giannetta, Cathleen A	3 Gannett Drive White Plains, NY 10604-3407 US
Gilmore, Ashley F	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Goldner, Anthony M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Golson, Patricia A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Goodson, Robert W	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Graffeo, Allison R	150 East 42nd Street New York, NY 10017-5639 US
Gunning, Robert T	33 Washington Street Newark, NJ 07102-3017 US
Hackett, Colin P	33 Washington Street Newark, NJ 07102-3017 US
Hagen, Gregory D	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Haimowitz, Aaron R	150 East 42nd Street New York, NY 10017-5639 US
Hanlon, Joseph T	33 Washington Street Newark, NJ 07102-3017 US
Hanrahan, Catherine A	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Harding, Jacqueline	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Harris, Theresa M	150 East 42nd Street New York, NY 10017-5639 US
Harrison, Robert W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Heitman, Jennifer S	3 Gannett Drive White Plains, NY 10604-3407 US
Heller, Bennett R	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Henderson, John R	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Herlihy, Thomas M	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Heubel, Gerard J	3 Gannett Drive White Plains, NY 10604-3407 US
Higgins, Sean M	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Hirsch, Irving B	150 East 42nd Street New York, NY 10017-5639 US
Hoang, Arlene N	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US

Hoffman, Jerry S	677 Broadway Albany, NY 12207-2996 US
Holmes, David M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Hopkinson Kelly, Barbara A	33 Washington Street Newark, NJ 07102-3017 US
Horres Jr., E. Stratton	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Hyacinthe, Sylvère M	3 Gannett Drive White Plains, NY 10604-3407 US
Hyland, Thomas	150 East 42nd Street New York, NY 10017-5639 US
Isaacsohn, Louis J	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jast, Raymond J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Jeffers, Darrell E	677 Broadway Albany, NY 12207-2996 US
Jenkins, Walter S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Jennings, Gerald J	677 Broadway Albany, NY 12207-2996 US
Joffe, Steven J	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Jones, Mark M	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Jordan, Laura B	3 Gannett Drive White Plains, NY 10604-3407 US
Kachadoorian, James W	3 Gannett Drive White Plains, NY 10604-3407 US
Kahn, David S	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Kahn, Gregg S	33 Washington Street Newark, NJ 07102-3017 US
Kantrow, Josh M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Karlovich, Susan	33 Washington Street Newark, NJ 07102-3017 US
Karp, Paul J	150 East 42nd Street New York, NY 10017-5639 US
Katz, Bruno W	655 West Broadway Suite 900 San Diego, CA 92101-8484 US
Kauffman, Nicholas J	150 East 42nd Street New York, NY 10017-5639 US
Kavanagh, Kevin T	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kelly, Patrick M	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kelly, Robert E	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kent, Steven S	150 East 42nd Street New York, NY 10017-5639 US
King, Kathie D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Kipnis, Adam J	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Kirpalani, Maynard M	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Klein, Richard S	150 East 42nd Street New York, NY 10017-5639 US
Knopf, Fred N	3 Gannett Drive White Plains, NY 10604-3407 US
Koba, Nancy Quinn	3 Gannett Drive White Plains, NY 10604-3407 US
Krause, Paul D	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Krauss, Kurt W	33 Washington Street Newark, NJ 07102-3017 US
Krauss, William P	33 Washington Street Newark, NJ 07102-3017 US
Kunowski, Herbert P	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Kuzniar, Jason M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Laird, Joseph	150 East 42nd Street New York, NY 10017-5639 US
Larkin, Peter J	3 Gannett Drive White Plains, NY 10604-3407 US
Latimer, Walter G	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Lauricella, Peter A	677 Broadway Albany, NY 12207-2996 US
Le Montree, Darren B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Ledyin, Mark G	3 Gannett Drive White Plains, NY 10604-3407 US
Lee, John C	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Leghorn, Thomas	150 East 42nd Street New York, NY 10017-5639 US
Leighton Jr, Joseph F	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Lerner, Richard	150 East 42nd Street New York, NY 10017-5639 US
Lesko, Robert P	33 Washington Street Newark, NJ 07102-3017 US
Levasseur, Guy J	3 Gannett Drive White Plains, NY 10604-3407 US
Levine, Tori S	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Levy, Jay W	3 Gannett Drive White Plains, NY 10604-3407 US
Lubin, Rory L	3 Gannett Drive White Plains, NY 10604-3407 US
Lum, Larry	150 East 42nd Street New York, NY 10017-5639 US
Mahoney, Matthew S	33 Washington Street Newark, NJ 07102-3017 US
Malfa, Frances	150 East 42nd Street New York, NY 10017-5639 US
Manchisi, Francis P	3 Gannett Drive White Plains, NY 10604-3407 US
Manisero, Thomas R	3 Gannett Drive White Plains, NY 10604-3407 US
Marangas, Theresa B	677 Broadway Albany, NY 12207-2996 US
Marcellino, Stephen	3 Gannett Drive White Plains, NY 10604-3407 US
Marrello, Lisa M	677 Broadway Albany, NY 12207-2996 US
Mazzola, Jean-Claude	150 East 42nd Street New York, NY 10017-5639 US
McDonough, Sean M	105 East Robinson Street - 4th Floor Orlando, FL 32801 US
McGann, John P	150 East 42nd Street New York, NY 10017-5639 US
McGovern, Joseph A. h.	3 Gannett Drive White Plains, NY 10604-3407 US
McLean, Mary Ann	677 Broadway Albany, NY 12207-2996 US
McMahon, Daniel J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Meisels, Peter A	3 Gannett Drive White Plains, NY 10604-3407 US

Wicks, George M	Gannett Drive White Plains, NY 10604-3407 US
Wormelstein, Richard	3 Gannett Drive White Plains, NY 10604-3407 US
Miller, Juan A	3 Gannett Drive White Plains, NY 10604-3407 US
Morehead, Carey B	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Monk, John D	3 Gannett Drive White Plains, NY 10604-3407 US
Moskowitz, Harold J	150 East 42nd Street New York, NY 10017-5639 US
Murray Jr, Thomas F	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Nally, Sean P	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Naughton, Michael J	33 Washington Street Newark, NJ 07102-3017 US
NeJame, Samir	677 Broadway Albany, NY 12207-2996 US
Nelson, Stephen L	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Noah Jr., R Douglas	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Novay, Christian T	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Novolny, F. Douglas	677 Broadway Albany, NY 12207-2996 US
Nugent, Lori S	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
O'Brien, H Michael	3 Gannett Drive White Plains, NY 10604-3407 US
O'Brien, James F	3 Gannett Drive White Plains, NY 10604-3407 US
O'Connor, Carolyn F	33 Washington Street Newark, NJ 07102-3017 US
Oelsner, Richard S	3 Gannett Drive White Plains, NY 10604-3407 US
O'Gorman, Edward J	3 Gannett Drive White Plains, NY 10604-3407 US
Ottobruno, Lois K	150 East 42nd Street New York, NY 10017-5639 US
Pak, Dennis J	150 East 42nd Street New York, NY 10017-5639 US
Parminster, Steven R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Perkins, Joseph T	677 Broadway Albany, NY 12207-2996 US
Pernicone, Carl J	150 East 42nd Street New York, NY 10017-5639 US
Pisano, George A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Piscitelli, Anthony P	677 Broadway Albany, NY 12207-2996 US
Pollard, Bryan D	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Pomerantz, Frederick J	150 East 42nd Street New York, NY 10017-5639 US
Porter, Richard B	150 East 42nd Street New York, NY 10017-5639 US
Press, Michelle R	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Publicover, Adrienne C	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Quaranta, Philip	3 Gannett Drive White Plains, NY 10604-3407 US
Quinn, Thomas F	33 Washington Street Newark, NJ 07102-3017 US
Rabinowitz, Wayne I	3 Gannett Drive White Plains, NY 10604-3407 US
Ramirez, Jorge A	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Rehberger, James S	33 Washington Street Newark, NJ 07102-3017 US
Riina, William J	33 Washington Street Newark, NJ 07102-3017 US
Ritter, Jodi B	3 Gannett Drive White Plains, NY 10604-3407 US
Roarke, Robert F	3 Gannett Drive White Plains, NY 10604-3407 US
Robinson, Ralph	525 Market Street - 17th Floor San Francisco, CA 94105-2725 US
Rockas, George C	260 Franklin Street - 14th Floor Boston, MA 02110-3112 US
Roer, Ricki Ellen	150 East 42nd Street New York, NY 10017-5639 US
Rosen Semlies, Lori	3 Gannett Drive White Plains, NY 10604-3407 US
Rosen, Adam B	150 East 42nd Street New York, NY 10017-5639 US
Rosenberg, Philip	677 Broadway Albany, NY 12207-2996 US
Ross, David M	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Ross, Mathew P	3 Gannett Drive White Plains, NY 10604-3407 US
Rothmann, Rebecca M	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Rowland, Stacey B	677 Broadway Albany, NY 12207-2996 US
Rubenstein, Richard H	150 East 42nd Street New York, NY 10017-5639 US
Russell, Angela Williams	St. Paul Plaza - 200 St. Paul Place - Suite 2530 Baltimore, MD 21202-2004 US
Russo, Theresa M	677 Broadway Albany, NY 12207-2996 US
Sandhaas, Jill T	677 Broadway Albany, NY 12207-2996 US
Sandza, Elizabeth B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Santoni, Cynthia L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Sauter, Eric J	3 Gannett Drive White Plains, NY 10604-3407 US
Schaffer, Scott R	150 East 42nd Street New York, NY 10017-5639 US
Schexnayder, Martin S	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Schlom, Curt J	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Schouest, John L	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Scott, Kenneth	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Shapiro, Kenneth L	677 Broadway Albany, NY 12207-2996 US
Sheehan, Timothy J	3 Gannett Drive White Plains, NY 10604-3407 US
Sheffer, David S	150 East 42nd Street New York, NY 10017-5639 US
Shenker, Cynthia D	677 Broadway Albany, NY 12207-2996 US
Shepperd, John R	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US

Skarman, Renee J	33 Washington Street Newark, NJ 07102-3017 US
Smith, Sandra M	3 Gannett Drive White Plains, NY 10604-3407 US
Spitalotto, Thomas M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Spolzino, Robert A	3 Gannett Drive White Plains, NY 10604-3407 US
Staley, Lee H	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Stankowski, James A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Steccato, Carl L	150 East 42nd Street New York, NY 10017-5639 US
Steel, Laura N	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Stevens, Michael N	150 East 42nd Street New York, NY 10017-5639 US
Stewart, Ian A	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Stimmel, Linda M	Bank of America Plaza - 901 Main Street, Suite 4800 Dallas, TX 75202-3758 US
Stopnik, Scott H	150 East 42nd Street New York, NY 10017-5639 US
Strasius, Anthony P	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Sullivan, John W	150 East 42nd Street New York, NY 10017-5639 US
Takacs, Michael S	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Testa, Wendy D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Thomas, Mark W	677 Broadway Albany, NY 12207-2996 US
Thorne, Sheri M	300 South 4th Street - 11th Floor Las Vegas, NV 89101-6014 US
Thurston, James K	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Tillem, David L	3 Gannett Drive White Plains, NY 10604-3407 US
Tobin, Thomas W	3 Gannett Drive White Plains, NY 10604-3407 US
Tompkins II, George N	150 East 42nd Street New York, NY 10017-5639 US
Tone, Michael P	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Topping, Joanna M	3 Gannett Drive White Plains, NY 10604-3407 US
Tumbarello, Phillip	3 Gannett Drive White Plains, NY 10604-3407 US
Tyrie, James P	150 East 42nd Street New York, NY 10017-5639 US
Vignali, Rosario M	3 Gannett Drive White Plains, NY 10604-3407 US
Vittori, Michael L	55 West Monroe Street - Suite 3800 Chicago, IL 60603-5001 US
Vogel, Harold S	100 Southeast Second Street - Suite 3800 Miami, FL 33131-2126 US
Wallace, Robert B	700 11th Street, NW, Suite 400 Washington, DC 20001 US
Waters, Jason R	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Waters, Kelly A	33 Washington Street Newark, NJ 07102-3017 US
Weber, Robert	3 Gannett Drive White Plains, NY 10604-3407 US
Ween, Martin M	150 East 42nd Street New York, NY 10017-5639 US
Whiteman, Brian J	33 Washington Street Newark, NJ 07102-3017 US
Wilkinson, Kathleen D	Independence Sq. West - The Curtis Center - Suite 1130 East Philadelphia, PA 19106-3308 US
Williams, Walter L	8444 Westpark Drive - Suite 510 McLean, VA 22102-5102 US
Wills, Linda P	5847 San Felipe - Suite 2300 Houston, TX 77057-4033 US
Wilson Jr, Thomas W	150 East 42nd Street New York, NY 10017-5639 US
Wingertzahn, William M	3 Gannett Drive White Plains, NY 10604-3407 US
Witz, Thomas M	677 Broadway Albany, NY 12207-2996 US
Wright, Nancy V	150 East 42nd Street New York, NY 10017-5639 US
Young, Robert	555 S. Flower Street - Suite 2900 Los Angeles, CA 90071-2407 US
Young, Steven L	3 Gannett Drive White Plains, NY 10604-3407 US

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Wilson Elser Moskowitz Edelman & Dicker LLP (EPA)  
CLAT11000008

CONTRACTOR ADDRESS: 666 Old Country Road, Garden City, NY 11530

FEDERAL TAX ID# 132679447

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 8, 2010 and later amended. This is an amendment within the scope of the RFQ. A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks.

**IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received.**

A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services.

where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

*John Ciampoli by Lisa Soler*  
John Ciampoli, County Attorney

5/16/11  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of May \_\_, 2011 together with any appendix, schedule or exhibit, if any (this "Amendment"), between (i) the Nassau County Attorney on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP having its principal office at 666 Old Country Road, Suite 510 Garden City New York 11530 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on October 8, 2010 and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2010 until July 31, 2011 (the "Original Term");

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, is Two Hundred and Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS; the County and Counsel desire to amend the Services.

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

1. Services. In addition to the Services set forth in the Original Agreement and beginning on May 1, 2011, Counsel shall represent the County in all proceedings and matters related to a complaint known as Compliance Order and Notice of Opportunity for Hearing issued on March 31, 2011 by the United States Environmental Protection Agency ("EPA") and assigned Docket No. RCRA-02-2011-7506.

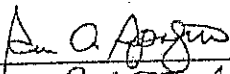
2. Term. The Original Term shall be extended for the period of time necessary to resolve the EPA matter, which period is anticipated to be two years.

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.

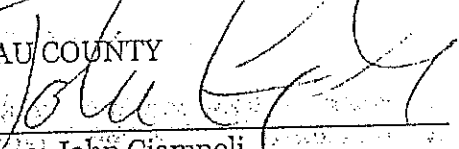


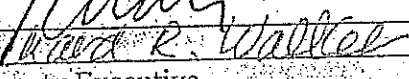
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

By:   
Name: ROBERT A. SPALZANO  
Title: PARTNER  
Date: 5/16/11

NASSAU COUNTY

By:   
Name: John Ciampoli  
Title: County Attorney  
Date: \_\_\_\_\_

By:   
Name: Edward R. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 7/25/11

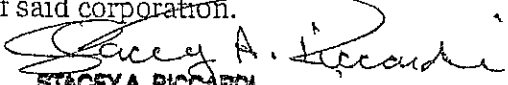
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:  
COUNTY OF ~~NASSAU~~ Westchester

On the 16<sup>th</sup> day of May in the year 2011 before me personally came Robert Spolano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson, Elser, Makasitz, Silver, 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

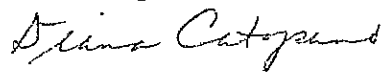
  
STACEY A. RICCARDI  
NOTARY PUBLIC, State of New York  
No. 01RI5087154  
Qualified in Westchester County  
Commission Expires: 10/27/09 2013

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the 8<sup>th</sup> day of September in the year 2011 before me personally came JOHN CIAMPOLI 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 the County Attorney of Nassau County, 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.

NOTARY PUBLIC


  
DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

)ss.:  
COUNTY OF NASSAU )

On the 25 day of July in the year 2011 before me personally came Richard L. Walker 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

  
DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6178832  
EXPIRES 7/23/2015

Contract ID#: CQAT10000033


 Certified Contract  
 received on 03/18/2013
Department: County Attorney

## Contract Details

SERVICES: Special Counsel

**E-31-13**NIFS ID #: CLAT13000004 NIFS Entry Date: 12/21/2012 Term: from August 1, 2010 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 3 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzino, Esq.  Phone

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501 Phone (516) 571-1675

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd	SIGNATURE
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		
	OMB	NIFS Approval	1/21/13	
1/10/13	County Attorney	CA RE&I Verification	1/10/13	
	County Attorney	CA Approval as to form	01/10/2013	
	LEG	Fw'd Original K to CA	1/22/2013	
	Legislative Affairs			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval	02/06/2013	
	County Comptroller	NIFS Approval	2/22/13	
	County Executive	Notarization Filed with Clerk of the Leg.	1/23/13	



## Contract Summary

**Description: Amendment # 3**

**Purpose:** Amendment to an existing contract to add money and services to an existing contract. The new services are to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. The existing services are related to representing the County in the HAVA cases and with EPA matters.

**Method of Procurement:** For this amendment, the County issued an RFP to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum. Four firms responded to the RFP. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, LLP. Wilson Elser was selected.

**Procurement History:** The original contract was procured through a review that was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. The amendment to add the HAVA cases was procured by interviewing Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** \$250,000.00

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$250,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$250,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	\$250,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$250,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIRS Certification</b> I certify that this document was accepted into NIRS.		<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		<b>County Executive Approval</b> Name: _____ Date: _____ 1-23-13 (For Office Use Only)	
Name		Name			
Date	2/22/13	Date	2/22/13	E #:	

E-31-13

RULES RESOLUTION NO. 24 2013

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
by Voice Vote on 2-4-13  
NOTING:  
yeas 4 nays 3 abstained 0 recused 6  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Wilson Elser Moskowitz Edelman &  
Dicker LLP, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

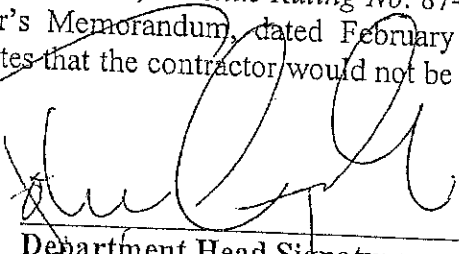
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Partner Name	Office	Office Address	Phone Number
Belke II, Alexander L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Bienstock, Martin	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Clark, Douglas S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Cohen, Laurie T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Contino, Victoria M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Hoffman, Jerry S	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jeffers, Darrell E	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Jennings, Gerald J	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Lauricella, Peter A	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marangas, Theresa B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Marrello, Lisa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Neidl, Benjamin F	Albany	677 Broadway, Albany, NY 12207	518-449-8893
NeJame, Samir	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Novotny, F. Douglas	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Perkins, Joseph T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Piscitelli, Anthony P	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rosenberg, Philip	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Rowland, Stacey B	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Russo, Theresa M	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Sandhaas, Jill T	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shapiro, Kenneth L	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Shenker, Cynthia D	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Thomas, Mark W	Albany	677 Broadway, Albany, NY 12207	518-449-8893
Witz, Thomas M	Albany	677 Broadway, Albany, NY 12207	410-539-1800
Russell, Angela Williams	Baltimore	500 East Pratt Street, Suite 600, Baltimore, MD 21202	410-539-1800
Smith, Brigitte J	Baltimore	500 East Pratt Street, Suite 600, Baltimore, MD 21202	617-422-5300
Bogaert, William T	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Flanagan, Christopher P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Leighton Jr, Joseph F	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
McGann, John P	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Rockas, George C	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	617-422-5300
Sears, Michele C	Boston	260 Franklin Street, 14th Floor, Boston, MA 02110	312-704-0550
Blair, Kimberly E	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Brown, David T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Cohen, Loren S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Dandelles, Stefan R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Das, Anjali C	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Derrig, Craig M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Goldner, Anthony M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Heller, Bennett R	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Holmes, David M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Jast, Raymond J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kantrow, Josh M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kersting, Edna S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Kuzniar, Jason M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McKay, Timothy J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
McMahon, Daniel J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murphy-Petros, Melissa A	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Murray Jr, Thomas F	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Novay, Christian T	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Nugent, Lori S	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Rothmann, Rebecca M	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Schlom, Curt J	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Thurston, James K	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Tone, Michael P	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	312-704-0550
Vittori, Michael L	Chicago	55 West Monroe Street, Suite 3800, Chicago, IL 60603	214-698-8000
Akins, William J	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Alcantar, Rebecca M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Cameron, Lee L	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Collins, J. Price	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Geroulo, Mary Jean	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Gilmore, Ashley F	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Henderson, John R	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Horres Jr., E. Stratton	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Levine, Tori S	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Noah Jr., R Douglas	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000



Partner Name	Office	Office Address	Phone Number
Pollard, Bryan D	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Spitaletto, Thomas M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Stimmel, Linda M	Dallas	Bank of America Plaza, 901 Main Street, Dallas, TX 75202	214-698-8000
Bermudez, Joseph F	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Mellichar, Jason D	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Solano, Henry L	Denver	1512 Larimer Street, Denver, CO 80202	303-572-5300
Berns, Robert A.	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Billek, Maxwell L	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Brown, Kenneth M	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Donovan, Kevin C	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Flores, Daniel F	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Gallo, Joseph A	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Gottilla, Roger R	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Gunning, Robert T	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Hanlon, Joseph T	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Hopkinson Kelly, Barbara A	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Kahn, Gregg S	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Karlovich, Susan	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Krauss, Kurt W	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Lesko, Robert P	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Mahoney, Matthew S	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
O'Connor, Carolyn F	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Orr, James	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Piorek, Joanna P	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Quinn, Thomas F	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Rehberger, James S	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Riina, William J	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Sherman, Renee J	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Turner, Michael P	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Whiteman, Brian J	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Zuber, Scott A	Florham Park	200 Campus Drive, Florham Park, NJ 07932	973-624-0800
Beckelman, Michael S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Higgins, Sean M	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Schexnayder, Martin S	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Shepperd, John R	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Staley, Lee H	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Wills, Linda P	Houston	5847 San Felipe, Suite 2300, Houston, TX 77057	713-353-2000
Arlidge, Jennifer W	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Cushing, Kym S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Edwards, Michael M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Kahn, David S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Ramirez, Jorge A	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Smith, Kevin S	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Thorne, Sheri M	Las Vegas	300 South 4th Street, 11th Floor, Las Vegas, NV 89101	702-727-1400
Corless, Thomas C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
D'angelo, Vincent	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Deniston, Martin K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dougherty, Eugene P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Dudley, Susannah M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Eisen, David S	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Enger, William K	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Estrada, Diana M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Golson, Patricia A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Harding, Jacqueline	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Hoang, Arlene N	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Immordino, John J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Jenkins, Charles W	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Joffe, Steven J	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kelly, Patrick M	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Kunowski, Herbert P	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Le Montree, Darren B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Lee, John C	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Moorehead, Carey B	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Parminster, Steven R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Pisano, George A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Press, Michelle R	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100

Partner Name	Office	Office Address	Phone Number
Stankowski, James A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Stewart, Ian A	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Young, Robert	Los Angeles	555 S. Flower Street, Suite 2900, Los Angeles, CA 90071	213-443-5100
Burd, James M	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Pearson, Marcia L	Louisville	100 Mallard Creek Road, Suite 250, Louisville, KY 40207	502-238-8500
Garidy, William G	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Jones, Mark M	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Lee, Matthew W	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Pak, Yoora	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Santoni, Cynthia L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Waters, Jason R	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Williams, Walter L	McLean	8444 Westpark Drive, Suite 510, McLean, VA 22102	703-245-9300
Baumgarten, Maurice J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Blard, Benjamin J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Brown, Christopher D	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Cata, Ricardo J	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Colombo, Sherril M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Coxhead, Stephen F	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Fiedel, Alan	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Knoblock, Henry M	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Latimer, Walter G	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Strasius, Anthony P	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Toricella, Roberto A	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Vogel, Harold S	Miami	100 Southeast Second Street, Suite 3800, Miami, FL 33131	305-374-4400
Abatemarco, Tracy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Araten, Jeffrey	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Baldwin, Shelly L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bialek, Adam R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bing, Jonathan L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Bottari, Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Boule, Eugene T	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brennan, Lawrence B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Brown, James S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Calazzo, Nicholas R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Charles, Rose M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Deaver, James T. H.	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dell, Gregory J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Denenberg, Deborah J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Dimarco, Erik C	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Endick, Marshal	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Evans, Julie Robin	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Francoeur, Joseph L	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Fuerth, Glenn J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gardner, Gary A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Graffeo, Allison R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Gregory, Robin N	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Haimowitz, Aaron R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Harris, Theresa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hirsch, Irving B	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hofsdat, Marie A	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Hyland, Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Karp, Paul J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kauffman, Nicholas J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Keenan, Wendy J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Kent, Steven S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Klein, Richard S	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Laird, Joseph	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lawless, Patrick J	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Leghorn, Thomas	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Lum, Larry	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Malfa, Frances	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Marasciullo, Janene M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mayo, Celena R	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Mazzola, Jean-Claude	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Morales, Vanessa M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000
Murphy, Margaret M	New York	150 East 42nd Street, New York, NY 10017	212-490-3000

Partner Name	Office	Office Address	Phone Number
Reiter, Richard	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ritter, Jodi B	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Roarke, Robert F	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Rosen Semlies, Lori	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Ross, Mathew P	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sauter, Eric J.	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Sheehan, Timothy J	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Spolzino, Robert A	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tillem, David L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tobin, Thomas W	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Topping, Joanna M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Tumbarello, Phillip	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Vignali, Rosario M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Weber, Robert	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Wingertzahn, William M	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000
Young, Steven L	White Plains	3 Gannett Drive, White Plains, NY 10604	914-323-7000

### AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, and as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as the HAVA cases and with EPA matters, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion of the EPA matter (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 Two Hundred Seventy-five Thousand Dollars (\$275,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, amend rates, and amend the Services.

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

1. Term Extension. The Original Term shall be extended until such time as to complete each of the respective matters, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be upon completion of each of the matters stated in the Amended Agreement.

2. Services. In addition to the Services set forth in the Original Agreement, Counsel shall also represent the County in connection with litigation related to asbestos claims from working in the Nassau County Coliseum (collectively the "Amended Services") (services added by this Amendment only, the "Amendment Services"). The Amendment Services shall include but not be limited to appearances in court, out of court at depositions, conferences with departments, and any facet of litigation that may arise from such claims.

3. Payment. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Amended Maximum Amount"). The per hour rates for the Amendment Services only (services related to asbestos claims from working in the Nassau County Coliseum) shall be as follows:

- |       |                         |          |
|-------|-------------------------|----------|
| (i)   | Partner and Of Counsel: | \$250.00 |
| (ii)  | Senior Associate:       | \$225.00 |
| (iii) | Junior Associate:       | \$200.00 |
| (iv)  | Paralegal:              | \$110.00 |

Per hour rates for Services (services provided under the Original Agreement) shall remain the same, as provided for under the Original Agreement.

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.

WILSON ELSEY MOSKOWITZ EDELMAN &  
DICKER LLP

By: [Signature]  
Name: ROBERT A. SPOLZINO  
Title: PARTNER  
Date: DECEMBER 10, 2012

NASSAU COUNTY

By: [Signature]  
Name: John Ciampoli  
Title: County Attorney  
Date: 12/12/2013

NASSAU COUNTY

By: [Signature]  
Name: Richard R. Walker  
Title: County Executive  
[Signature] Deputy County Executive  
Date: 3/1/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~)

Westchester

On the 10<sup>th</sup> day of December in the year 2012 before me personally came Robert A. Spolizio to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Partner of Wilson Elser, 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.

Partnership. Partnership

NOTARY PUBLIC

NANCY NAUMAN  
Notary Public, State of New York  
No. 4930293  
Qualified in Westchester County  
Commission Expires May 9, 2014

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

Nancy Nauman

On the 2<sup>nd</sup> day of January in the year 2013 before me personally came John Ciampoli 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. 01CAG089854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015  
Diana Catapano

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of March in the year 2013 before me personally came Richard K. Wotter 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

Concetta A. Petrucci

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016


 E-209-14  
 SERVICES: Special Counsel

## Contract Details

NIFS ID #: CLAT14000020 NIFS Entry Date: 07/09/2014 Term: August 1, 2010 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment # 4 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

## Agency Information

Vendor		County Department	
Name Wilson Elser Moskowitz Edelman & Dicker LLP	Vendor ID# 132679447	Department Contact Daniel Gregware	
Address 666 Old Country Road Suite 510 Garden City, New York 11530	Contact Person Robert A. Spolzano, Esq. Phone (914) 872-7497	Address One West Street Mineola, New York 11501 Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	7/29/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/29/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	7/29/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/29/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>	8/1/14	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	8/2/14	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	8/2/14	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	8/2/14	<i>[Signature]</i>	





## Contract Summary

<b>Description:</b> Amendment # 4 to outside counsel contract
<b>Purpose:</b> Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment increases the maximum amount of the original contract.
<b>Method of Procurement:</b> Contract amendment. See below for procurement history.
<b>Procurement History:</b> For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspian Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$225,000.00
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$225,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$225,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	\$225,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$225,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: _____ Date: _____
Name: <u>W</u>	Name: <u>St. J. Salvo</u>	Date: <u>8/26/14</u>
Date: <u>10/6/14</u>	Date: <u>10/6/14</u>	E #: _____

E-209-14

RULES RESOLUTION NO. <sup>212</sup> - 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ  
EDELMAN & DICKER LLP

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-8-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

RULES RESOLUTION NO.    –2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Wilson Elser Moskowitz Edelman & Dicker LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

**CONTRACTOR NAME:** Wilson Elser Moskowitz Edelman & Dicker LLP  
(CLAT14000020)

**CONTRACTOR ADDRESS:** 666 Old Country Road, Suite 510, Garden City, New York 11530

**FEDERAL TAX ID #:** 132679447

---

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on December 14, 2010, and amended thereafter on August 10, 2011, July 25, 2011 and March 1, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as follows: For services related to asbestos claims from working in the Nassau County Coliseum: Four firms responded to a solicitation. They were Wilson Elser, Rigano, LLC, Monfort Hearly McGuire & Salley, and Patton Boggs, CLLP. Wilson Elser was selected. For services related to the EPA matters: A review was conducted of the firms qualified on the Office's panel to provide services in the area of Environmental Law. Berkman Henoch, Farrell Fritz and Wilson Elser were considered. Wilson Elser partner Michael Naughton was deemed the most qualified and experienced in the area of underground storage tanks. For services related to the HAVA cases: Jaspan Schlesinger LLP, Leventhal & Sliney LLP and Wilson Elser LLP were interviewed. Wilson Elser was selected based upon their experience and outstanding qualifications in the area of Elections Law and the Voting Rights Act.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

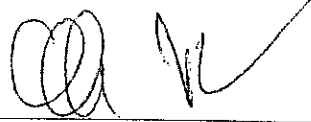
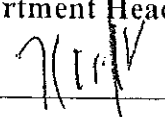
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

EMPLID	Name	AUT	Job Code	Office Location	Office Main Phone Number	Office Address
	Cortino, Victoria M	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Hoffman, Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Jeffers, Darnell E	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Marangas, Theresa B	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Marrillo, Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	McLain, Samir	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Russo, Theresa M	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Shapiro, Kenneth L	A	Equity Partner - Exec Comm	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Shenker, Cynthia D	A	Equity Partner	Baltimore	410-539-1800	500 East Pratt Street - Suite 600, Baltimore, MD 21202
	Russell, Angela Williams	A	Equity Partner	Boston	617-422-5300	280 Franklin Street - 14th Floor, Boston, MA 02110
	Bogert, William T	A	Equity Partner	Boston	617-422-5300	280 Franklin Street - 14th Floor, Boston, MA 02110
	Rockas, George C	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Dandelles, Stefan R	A	Equity Partner - Exec Comm	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Heller, Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Holmes, David M	A	Equity Partner - Chairman	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	McMahon, Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Murray Jr, Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Rothmann, Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Schlon, Curt J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Thurston, James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Tone, Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Villon, Michael L	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Cameron, Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Collins J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Handerson, John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Hornes Jr, E. Stratton	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Levine, Tod S	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Moah Jr, R Douglas	A	Equity Partner - Exec Comm	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Slimmel, Linda M	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite, Dallas, TX 75202
	Schmied, Joseph F	A	Equity Partner	Denver	303-572-6300	1512 Larimer Street - Suite 550, Denver, CO 80202
	Frost, Shana J	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300, Houston, TX 77010
	Cushing Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor, Las Vegas, NV 89101
	Edwards, Michael M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor, Las Vegas, NV 89101
	Thome, Shert M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor, Las Vegas, NV 89101
	Conness, Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Denslow, Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Dougherty, Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Eisen, David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Kunowski, Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Parmenter, Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Pisano, George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Rocco, Dean A	A	Equity Partner - Exec Comm	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Stankowski, James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Gandy, William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510, McLean, VA 22102
	Stratus, Anthony P	A	Equity Partner - Managing Ptr	Michigan	313-327-3100	100 Southeast Second Street - Suite 600, Novi, MI 48375
	Eads, John T	A	Equity Partner	Michigan	313-327-3100	3955 Orchard Hill Place - Suite 600, Novi, MI 48375
	Leibowitz, Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203
	Bliek, Maxwell L	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203
	Brown, Kenneth M	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Flores, Daniel F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Goffin, Roger R	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Hopkinson, Kelly Barbara A	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Kraus, Kurt W	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932

EMPLID	Name	ALLT	Job Code	Office Location	Office Main Phone Number	Office Address
	Lesko, Robert P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	O'Connor, Carolyn F	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Quinn, Thomas F	A	Equity Partner - Exec Comm	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Rina, William J	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Turner, Michael P	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932



EMPL ID	Name	ALLT	Job Code	Office Location	Office/Main Phone Number	Office Address
	Blatt, Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Bolton, Paul J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Boule Eugene T	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Cattazo, Nicholas R	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Danarao, Erik C	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Endick, Marshall	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Evans, Julie Robin	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Fuerth, Glenn J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Gardner, Gary A	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Gregory, Robin N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Hirsch, Irving B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Kent, Steven S	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Klein, Richard S	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Leghorn, Thomas	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Lunn, Larry H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Matta, Frances	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Ottobruno, Lois K	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Pariser, Robert J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Paricono, Carl J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Pomerantz, Frederick J	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Roet, Ricki Ellen	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Rosen, Adam B	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Rubenstein, Richard H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Schaffer, Scott R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Sheffer, David S	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Stevens, Michael N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Stophik, Scott H	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Tompkins III, George N	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Turner, Ryan M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Weber, Robert M	A	Equity Partner - Exec Comm	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Ween, Martin M	A	Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Wilson Jr, Thomas W	A	Equity Partner - Exec Comm	New York	212-480-3000	150 East 42nd Street, New York, NY 10017
	Zibas, Jura C	A	Equity Partner	New York	407-203-7699	111 North Orange Avenue, Orlando, FL 32801
	Freeman, Nicholas D	A	Equity Partner	Orlando	407-203-7699	111 North Orange Avenue, Orlando, FL 32801
	McDonough, Sean M	A	Equity Partner	Orlando	407-203-7699	111 North Orange Avenue, Orlando, FL 32801
	Bachrach, Joshua	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Boquitz, Marc L	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Cawley, Michael J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Dryer, Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Isaacsohn, Louis J	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Kavanagh, Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Wilkinson, Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Independence Sq. West - The Curtis Center, Philadelphia, PA 19106
	Bushman, Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Castoria, Louis H	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Dogson, Genevise K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Garrison, Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Hake, William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Publicover, Adrienne C	A	Equity Partner - Exec Comm	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Robinson, Ralph	A	Equity Partner	Stanford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
	Brown, Stephen P	A	Equity Partner	Stanford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
	Dei Gatto, Brian T	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Godson, Robert W	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Krause, Paul D	A	Equity Partner - Exec Comm	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Sandez, Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Janis, Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800, West Palm Beach, FL 334401

EMPLID	Name	ALIT	Job Code	Office Location	Office Main Phone Number	Office Address
	Baiocco, Joseph C	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Beron, Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Bouhassa, Michael L	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Brett, Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Bucci, Gregg	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Derico, Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Despotakis, Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ellick, Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Feinberg, Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Flannery, John M	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Friedberg, Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Gambardella, Thomas	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Geraghty, Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Jordan, Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Knopf, Fred N	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Larkin, Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ledwith, Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Manisero, Thomas R	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Marcelino, Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Marcelstein, Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Miller, Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Morin, John D	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	O'Brien, H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	O'Brien, James F	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Quaranta, Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Rabinowitz, Wayne I	A	Equity Partner - Managing Plnr	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Roarke, Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ross, Matthew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Sauter, Eric J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Spolizio, Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tiklen, David L	A	Equity Partner - Exec Comm	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tobin, Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Turnbarello, Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Vignali, Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604

#### AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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) Wilson Elser Moskowitz Edelman & Dicker.LLP, having an office located at 666 Old Country Road, Suite 510, Garden City, New York 11530 ("Counsel" or "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT10000033 between the County and Counsel, executed on behalf of the County on December 14, 2010, as amended by amendment one (1), County contract amendment CLAT10000020 executed on behalf of the County on August 10, 2011, as amended by amendment two (2), County contract amendment CLAT11000008 executed on behalf of the County on July 25, 2011, and as amended by amendment three (3), County contract amendment CLAT13000004 executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as the HAVA cases, EPA matters, and asbestos claims from working in the Nassau County Coliseum, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2010 until completion (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 Five Hundred Twenty-five Thousand Dollars (\$525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

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

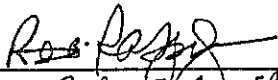
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Twenty-five Thousand Dollars (\$225,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Amended Maximum Amount").

2. 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.


WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By:   
Name: ROBERT (A) SPOLUNOV  
Title: PARTNER  
Date: 6/30/17

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 7/15/17

NASSAU COUNTY

By:   
Name: RICHARD R. WALKER  
Title: County Executive  
☐ Deputy County Executive  
Date: 12/1/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 3<sup>RD</sup> day of JULY in the year 2014 before me personally came ROBERT A. SPOLZINO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of WESTCHESTER; that he or she is the PARTNER of WILSON ELZER MOSKOWITZ EDLMAN, PARTNERSHIP, 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 PARTNERSHIP.

July 3, 2014

NOTARY PUBLIC

JACQUELINE TAVAREZ  
NOTARY PUBLIC, State of New York  
No. 01TA6210529  
Qualified in Putnam County  
Commission Expires August 24, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 15<sup>th</sup> day of July in the year 2014 before me personally came Carnell Foskey 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.

*Diana Catapano*  
NOTARY PUBLIC

DIANA CATAPANO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6088854  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 15

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of December in the year 2014 before me personally came Richard R. Waller 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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6259025  
Qualified in Nassau County  
Commission Expires April 02, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELZER MOSKOWITZ EDELMAN & DICKER LLP

Address: 666 OLD GULF ROAD, SUITE 570

City, State and Zip Code: GARDEN CITY NY 11530

2. Entity's Vendor Identification Number: 132679447

3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

SEE ATTACHED

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.

SEE ATTACHED

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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

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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.

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

NONE

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

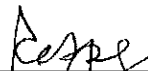
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

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.

Dated: DECEMBER 10 2015

Signed: 

Print Name: ROBERT A. SPOLZING

Title: PARTNER

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

EMPLID	Name	AL/T	Job Code	Office Location	Office Main Phone Number	Office Address
	Hoffman, Jerry S	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Lauricella, Peter A	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Martello, Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Shapiro, Kenneth L	A	Equity Partner	Baltimore	518-449-8893	677 Broadway, Albany, NY 12207
	Russell, Angela Williams	A	Equity Partner	Baltimore	410-639-1800	500 East Pratt Street - Suite 600, Baltimore, MD 21202
	Bogaert, William T	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor, Boston, MA 02110
	Rockas, George C	A	Equity Partner	Boston	617-422-5300	260 Franklin Street - 14th Floor, Boston, MA 02110
	Bozych, Paul	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Heiler, Bennett R	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Holmes, David M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	McMahon, Daniel J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Murray Jr, Thomas F	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Rottmann, Rebecca M	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Savaiano, Dominick W	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Schlom, Curt J	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Thurston, James K	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Tone, Michael P	A	Equity Partner	Chicago	312-704-0550	55 West Monroe Street - Suite 3800, Chicago, IL 60603
	Vittoni, Michael L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Cameron, Lee L	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Collins, J. Price	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Henderson, John R	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Hornes Jr, E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Levine, Toni S	P	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Marshall, Jeffrey O	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Noah Jr, R. Douglas	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Schwartz, Susan A	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800, Dallas, TX 75202
	Stimmel, Linda M	A	Equity Partner	Dallas	303-572-5300	1225 17th Street, Suite 2750, Denver, CO 80202
	Bernandez, Joseph F	A	Equity Partner	Denver	303-572-5300	1225 17th Street, Suite 2750, Denver, CO 80202
	Adams, Kent M	A	Equity Partner	Houston	713-353-2000	909 Fannin Street, Suite 3300, Houston, TX 77010
	Cushing, Kym S	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor, Las Vegas, NV 89101
	Thome, Sheri M	A	Equity Partner	Las Vegas	702-727-1400	300 South 4th Street - 11th Floor, Las Vegas, NV 89101
	Corless, Thomas C	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Deniston, Martin K	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Dougherty, Eugene P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Eisen, David S	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Joffe, Steven J	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Kunowski, Herbert P	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Parmliter, Steven R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Pisano, George A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Press, Michelle R	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Rocco, Dean A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Stankowski, James A	A	Equity Partner	Los Angeles	213-443-5100	555 S. Flower Street - Suite 2900, Los Angeles, CA 90071
	Gandy, William G	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510, McLean, VA 22102
	Lee, Matthew W	A	Equity Partner	McLean	703-245-9300	8444 Westpark Drive - Suite 510, McLean, VA 22102
	Strasius, Anthony P	A	Equity Partner	Miami	305-374-4400	100 Southeast Second Street - Suite 3800, Miami, FL 33131
	Eads, John T	A	Equity Partner	Michigan	313-327-3100	Laurel Office Park III, 17197 N. Laurel Park Drive, Suite 201, Livonia, MI 48152
	Katt, William J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203
	Leibowitz, Samuel J	A	Equity Partner	Milwaukee	414-276-8816	740 N. Plankinton Avenue - Suite 600, Milwaukee, WI 53203
	Blilik, Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932

EMPLID	Name	ALU/ Job Code	Office Location	Office Main Phone Number	Office Address
	Brown, Kenneth M	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Flores, Daniel F	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Gotfella, Roger R	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Hopkinson Kelly, Barbara A	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Krauss, Kurt W	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Lesko, Robert P	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	O'Connor, Carolyn F	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Quinn, Thomas F	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Rhine, William J	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Turner, Michael P	A Equity Partner	New Jersey	973-624-0800	200 Campus Drive, Florham Park, NJ 07932
	Bialek, Adam R	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Botan, Paul J	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Boule, Eugene T	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Calazzo, Nicholas R	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Deil, Gregory J	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Dimarco, Erik C	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Endick, Marshal	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Fuerth, Glenn J	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Gregory, Robin N	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Hirsch, Irving B	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Hyland, Thomas	A GPP	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Kent, Steven S	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Leghorn, Thomas	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Lum, Larry H	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Mafia, Frances	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Otombrino, Lois K	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Pariser, Robert J	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Roer, Ricki Ellen	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Rosen, Adam B	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Rubenstein, Richard H	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Schaffer, Scott R	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Sheffer, David S	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Stevens, Michael N	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Stopnik, Scott H	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Tompkins III, George N	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Tonorezos, Anastasios P	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Turner, Ryan M	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Weber, Robert M	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Wilson Jr., Thomas W	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Zibas, Jura C	A Equity Partner	New York	212-490-3000	150 East 42nd Street, New York, NY 10017
	Freeman, Nicholas D	A Equity Partner	Orlando	407-203-7599	111 North Orange Avenue, Orlando, FL 32801
	McDonough, Sean M	A Equity Partner	Orlando	407-203-7599	111 North Orange Avenue, Orlando, FL 32801
	Bachrach, Joshua	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Bogutz, Marc L	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Cawley, Michael J	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Clemente, Salvatore A	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Dryer, Jonathan	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Kavanagh, Kevin T	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103
	Wilkinson, Kathleen D	A Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103

EMPLID	Name	ALT	Job Code	Office Location	Office Main Phone Number	Office Address
	Businer, Ronald S	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Dopson, Genese K	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Garrison, Edward P	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Hake, William M	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Publicover, Adrienne C	A	Equity Partner	San Francisco	415-433-0990	525 Market Street - 17th Floor, San Francisco, CA 94105
	Balocco, Joseph C	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
	Brown, Stephen P	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
	Del Gatto, Brian T	A	Equity Partner	Stamford	203-388-9100	1010 Washington Boulevard, Stamford, CT 06901
	Goodson, Robert W	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Sandza, Elizabeth B	A	Equity Partner	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Wallace, Robert B	A	GPP	Washington DC	202-626-7660	700 11th Street, NW - Suite 400, Washington, D.C. 20001
	Janis, Rodney J	A	Equity Partner	West Palm Beach	561-515-4000	222 Lakeview Avenue - Suite 800, West Palm Beach, FL 33401
	Beron, Helmut	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Boulhosa, Michael L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Brett, Harry P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Derrico, Donald G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Despotakis, Constantine A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ellick, Ross J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Feinberg, Glen S	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Flannery, John M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Friedberg, Alan	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Gambardella, Thomas	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Geraghty, Patrick D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Jordan, Laura B	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Larkin, Peter J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ledwin, Mark G	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Manchisi, Francis P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Maniero, Thomas R	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Marcellino, Stephen	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Meisels, Peter A	A	GPP	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Meimstein, Richard	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Miller, Stuart A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Moro, John D	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	O'Brien, H Michael	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	O'Brien, James F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Perricone, Carl J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Quaranta, Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Rabinowitz, Wayne I	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Roark, Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ross, Matthew P	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Sauter, Eric J	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Spolizio, Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tillen, David L	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tobin, Thomas W	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tumbarello, Philip	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Vignali, Rosario M	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604



## Nassau County Interim Finance Authority

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

1. Vendor: Wilson Elser Moskowitz Edelman & Dicker LLP (CLAT15000034)

2. Dollar amount requiring NIFA approval: \$ 0.01

Amount to be encumbered: \$ 0.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

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

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

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

3. Contract Term: 08/01/2010 - completion

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Counsel continuing services as amendment is sent through approvals.

4. Funding Source:

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

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

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

Amendment to an existing outside counsel contract to represent the County in litigation related to asbestos claims from working in the Nassau County Coliseum, in the HAVA cases, and with EPA matters. This amendment is for a second opinion on litigation related to the County Guaranty cases.

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

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

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:

-CQAT14000023, \$50,000.00 encumbered on 12/03/2014  
-CQAT14000024, \$50,000.00 encumbered on 12/03/2014  
-CQAT15000004, \$100,000.00 encumbered on 04/30/2015

### 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.

Roseann Miller 1/27/16  
Signature Title Date

\_\_\_\_\_  
Print Name

### 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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

### NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

**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.**