



R 46

E-30-16

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT16000004

NIFS Entry Date: 12/22/2015

Term: August 26, 2014 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input checked="" 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 (914) 872-7497

County Department
Department Contact Jaclyn Delle
Address 1 West St. Mineola, New York 11501
Phone (516) 571-3034

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'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"/>	12/30/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/7/16	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/7/16	<i>[Signature]</i>	
1/7/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/7/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	1/24/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
1/24/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/24/16	<i>[Signature]</i>	



## Contract Summary

<b>Description:</b> Amendment to outside counsel contract.
<b>Purpose:</b> Amendment to an existing outside counsel contract to represent Officer Mario Mastropierro in the matter <u>Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017(SJ)(RML).</u> This case was sent to outside counsel because of a conflict.
<b>Method of Procurement:</b> Contract amendment. See below for procurement history.
<b>Procurement History:</b> A Request for Qualifications was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$150,000.00 max amount, but only \$100,000.00 encumbrance at this time as per the contract.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

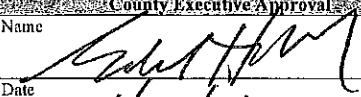
BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXXXX</del>
County	\$100,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$100,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$100,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$100,000.00</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 
Name	Name	Date 1/21/16
Date	Date	(For Office Use Only)
		E #:

## RULES RESOLUTION NO. 46-2016

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2/22/16  
VOTING:  
ayes 4 nays 3 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.

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  
(CLAT16000004)

**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 \_\_\_\_\_. 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 January 22, 2015. 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: A Request for Qualification was issued and a panel established. The firm Wilson Elser Moskowitz Edelman & Dicker LLP has been added to this panel. After a review of the panel, the firm has been selected to handle this matter because of their experience, expertise 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<sub>2</sub> 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

12/23/14  
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. 09/15*

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Wilson Elser Moskowitz Edelman & Dicker LLP, with an office located at 666 Old Country Road, Suite 510, Mineola, New York 11501 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000023 between the County and Counsel, executed on behalf of the County on January 22, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ) (RML), 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 26, 2014 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 One Hundred Thousand Dollars (\$100,000.00) (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 One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Amendment Maximum Amount"), 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars (\$100,000.00). Thereafter, the Department shall

notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.


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

[Remainder of Page Intentionally Left Blank.]

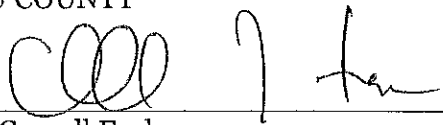


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

WILSON ELSEER MOSKOWITZ EDELMAN &  
DICKER LLP

By:   
Name: ROBERT A. SPOLIZIO  
Title: PARTNER  
Date: DECEMBER 9 2015

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 12/23/15

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 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 Moskowitz Fiedman 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 23<sup>rd</sup> day of December in the year 2015 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.



# E-243-14

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT14000023 NIFS Entry Date: 09/17/2014 Term: August 26, 2014 - Completion

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 X	No <input type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>

## 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. Spolzino, 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"/>		Call J. Lin	
	OMB	NIFS Approval <input type="checkbox"/>	9/26/14	Amphill	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/1/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	10/1/14	G. Spolzino	
	County Attorney	CA Approval as to form <input type="checkbox"/>	10/2/14	82 S. Se	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>	10/17/14	Hegarty	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	11/26/14	82 S. Se	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/1/14	Se	12/2/14
	County Executive	Notification Filed with Clerk of the Leg. <input type="checkbox"/>	10/14/14		

E-243-14

RULES RESOLUTION NO. 259 2014

A RESOLUTION AFFIRMING 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 11-3-14  
VOTING:  
ayes 7 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed 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 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  
(CQAT14000023)

**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.

required through an inter-municipal agreement.

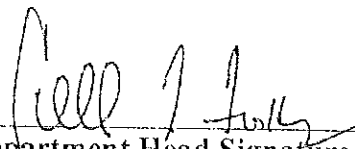
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

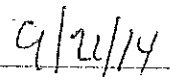
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

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***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	A/L/T	Job Code	Location
	Billek, Maxwell L	A	Equity Partner	
	Brown, Kenneth M	A	Equity Partner	
	Flores, Daniel F	A	Equity Partner	
	Gottilla, Roger R	A	Equity Partner	
	Hopkinson Kelly, Barbara A	A	Equity Partner	
	Krauss, Kurt W	A	Equity Partner	
	Lesko, Robert P	A	Equity Partner	
	O'Connor, Carolyn F	A	Equity Partner	
	Quinn, Thomas F	A	Equity Partner	
	Riina, William J	A	Equity Partner	
	Turner, Michael P	A	Equity Partner	
	Bialek, Adam R	A	Equity Partner	
	Bottari, Paul J	A	Equity Partner	
	Boule, Eugene T	A	Equity Partner	
	Caiazzo, Nicholas R	A	Equity Partner	
	Contino, Victoria M	A	Equity Partner	
	Dimarco, Erik C	A	Equity Partner	
	Endick, Marshal	A	Equity Partner	
	Evans, Julie Robin	A	Equity Partner	
	Fuerth, Glenn J	A	Equity Partner	
	Gardner, Gary A	A	Equity Partner	
	Gregory, Robin N	A	Equity Partner	
	Hirsch, Irving B	A	Equity Partner	
	Kent, Steven S	A	Equity Partner	
	Klein, Richard S	A	Equity Partner	
	Leghorn, Thomas	A	Equity Partner	
	Lum, Larry H	A	Equity Partner	
	Malfa, Frances	A	Equity Partner	
	Ottombrino, Lois K	A	Equity Partner	
	Pariser, Robert J	A	Equity Partner	
	Pernicone, Carl J	A	Equity Partner	
	Roer, Ricki Ellen	A	Equity Partner	
	Rosen, Adam B	A	Equity Partner	
	Rubenstein, Richard H	A	Equity Partner	
	Schaffer, Scott R	A	Equity Partner	
	Sheiffer, David S.	A	Equity Partner	
	Stevens, Michael N	A	Equity Partner	
	Stopnik, Scott H	A	Equity Partner	
	Tompkins III, George N	A	Equity Partner	
	Turner, Ryan M	A	Equity Partner	
	Weber, Robert M	A	Equity Partner	
	Wilson Jr, Thomas W	A	Equity Partner	
	Zibas, Jura C	A	Equity Partner	
	Freeman, Nicholas D	A	Equity Partner	
	McDonough, Sean M	A	Equity Partner	
	Bachrach, Joshua	A	Equity Partner	

EMPLID	Name	A/L/T	Job Code	Location
[REDACTED]	Spolzino, Robert A	A	Equity Partner	[REDACTED]
[REDACTED]	Tillem, David L	A	Equity Partner	[REDACTED]
[REDACTED]	Tobin, Thomas W	A	Equity Partner	[REDACTED]
[REDACTED]	Tumbarello, Phillip	A	Equity Partner	[REDACTED]
[REDACTED]	Vignali, Rosario M	A	Equity Partner	[REDACTED]



## Houston

909 Fannin Street  
Suite 3300 p. 713.353.2000  
Houston, TX 77010 f. 713.785.7780  
Directions

## Kentucky

100 Mallard Creek  
Road  
Suite 250 p. 502.238.8500  
Louisville, KY 40207 f. 502.238.7995  
Directions

## Las Vegas

300 South 4th Street  
11th Floor p. 702.727.1400  
Las Vegas, NV 89101 f. 702.727.1401  
Directions

## London

65 Fenchurch Street  
London, EC3M 4BE p. +44.20.7553.8383  
United Kingdom f. +44.20.7553.8399  
Directions

## Los Angeles

555 S. Flower Street  
Suite 2900 p. 213.443.5100  
Los Angeles, CA 90071 f. 213.443.5101  
Directions

## Miami

100 Southeast Second  
Street  
Suite 3800 p. 305.374.4400  
Miami, FL 33131 f. 305.579.0261  
Directions

## Michigan

39555 Orchard Hill  
Place  
Suite 600 p. 313.327.3100  
Novi, MI 48375 f. 248.351.2685  
Directions

## Milwaukee

740 North Plankinton  
Avenue  
Suite 600 p. 414.276.8816  
Milwaukee, WI 53203 f. 414.276.8819  
Directions

## New Jersey

200 Campus Drive  
Florham Park, NJ p. 973.624.0800  
07932 f. 973.624.0808  
Directions

## New York

150 East 42nd Street  
New York, NY 10017 p. 212.490.3000  
Directions f. 212.490.3038

## Orlando

111 North Orange  
Avenue  
Suite 1200 p. 407.203.7599  
Orlando, FL 32801 f. 407.648.1376  
Directions

## Philadelphia

## SPECIAL COUNSEL AGREEMENT

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

### WITNESSETH:

WHEREAS, the County is involved in litigation known as Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML); 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 hire Counsel to perform the services described in this Agreement; and

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

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

1. Term. This Agreement shall commence on August 26, 2014 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Officer Mario Mastropierro in the matter Karen Rochester, as Administratrix of the Estate of Collin T. Rochester, Deceased, v. County of Nassau, Mario Mastropierro, Christopher M. McCarthy individually and in their official capacities, and John Doe Nos. 1-10 being police officers and other employees of the County of Nassau responsible for the torts committed against Decedent and Violation of the Civil and Constitutional Rights of the Decedent and the Plaintiff, Index No. 10-CV-6017 (SJ)(RML) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the

one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

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

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

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

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

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

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

WILSON ELSER MOSKOWITZ EDELMAN &  
DICKER LLP

By: 

Name: ROBERT A. SPOLZINO

Title: PARTNER

Date: 9/15/14

NASSAU COUNTY

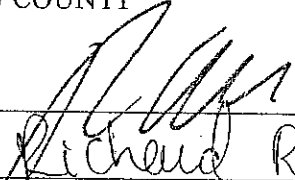
By: 

Name: Carnell Foskey

Title: County Attorney

Date: 9/22/14

NASSAU COUNTY

By: 

Name: Richard R. Wallkel

Title: County Executive

☐ Deputy County Executive

Date: 1/22/15

PLEASE EXECUTE IN BLUE INK

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

(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.

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



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

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)  
[REDACTED] (Address)  
[REDACTED] (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-

COUNTY OF NASSAU

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

1. Name of the Entity: WILSON ELSEN MOSKOWITZ EDELMAN & DICKER LLP  
Address: 666 OLD GUNTER 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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(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 SPOLZIN

Title: PARTNER

EMPLID	Name	A/U/T	Job Code	Office Location	Office Main Phone Number	Office Address
	Hofman, 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
	Marrello, Lisa M	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Shapiro, Kenneth L	A	Equity Partner	Albany	518-449-8893	677 Broadway, Albany, NY 12207
	Russell, Angela Williams	A	Equity Partner	Baltimore	410-539-1800	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
	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	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
	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
	Vittori, 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	55 West Monroe Street - Suite 3800; Chicago, IL 60603
	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
	Horres Jr., E. Stratton	A	Equity Partner	Dallas	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Levine, Tori 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	214-698-8000	Bank of America Plaza - 901 Main Street - Suite 4800; Dallas, TX 75202
	Bermudez, 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
	Thorne, 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
	Paminter, 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
	Strasus, 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
	Billek, Maxwell L	A	Equity Partner	New Jersey	973-624-0800	200 Campus Drive; Florham Park, NJ 07932

EMP ID	Name	A/L/T	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
	Gottilla, 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
	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
	Bialek, Adam R	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Bottari, 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
	Maifa, Frances	A	Equity Partner	New York	212-490-3000	150 East 42nd Street; New York, NY 10017
	Ottobriano, 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
	Shelfer, 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	Orlando	407-203-7599	111 North Orange Avenue; Orlando, FL 32801
	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, Suite 3100; Philadelphia, PA 19103
	Bogutz, Marc L	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Cawley, Michael J	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Clemente, Salvatore A	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Dyer, Jonathan	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Kavanagh, Kevin T	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103
	Wilkinson, Kathleen D	A	Equity Partner	Philadelphia	215-627-6900	Two Commerce Square, 2001 Market Street, Suite 3100; Philadelphia, PA 19103

EMPLOYEE	NAME	A/L/T	Job Code	Office Location	Office Main Phone Number	Office Address
	Bushner, 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
	Garson, 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
	Manisero, 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
	Mermelstein, 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
	Morio, 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
	Roarke, Robert F	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Ross, Mathew 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
	Spolzino, Robert A	A	Equity Partner	White Plains	914-323-7000	1133 Westchester Avenue, White Plains, NY 10604
	Tillem, 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



**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.