

**E-118-16****Contract Details**

SERVICES:

NIFS ID #: CLAT16000017NIFS Entry Date: 4/6/2016Term: August 25, 2014-Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #1 <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 Leahey & Johnson, P.C.	Vendor ID# 132943775
Address 120 Wall Street New York, New York 10005	Contact Person Peter James Johnson Jr.
	Phone (212) 269-7308

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 / 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"/>	4/13/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input type="checkbox"/>	4/14/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	4/14/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. 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"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/2/16	<i>[Signature]</i>	

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY

01-811-3



Contract Summary

Description: Amendment #1 to outside counsel contract.

Purpose: This is an amendment to an outside counsel contract to represent former Nassau County Commissioner of Police Thomas Dale in the matter RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE, in his individual and official capacity, CHIEF OF DETECTIVES JOHN CAPECE, in his individual and official capacity, SERGEANT SAL MISTRETTA, in his individual and official capacity, GARY MELIUS, POLICE OFFICERS "JOHN DOE 1-10," in their individual and official capacities, NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20," in their individual and official capacities, and ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30," Docket No. CV-14-4722; and representing all named defendants in the matter ANTOINE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE COMMISSIONER LAWRENCE MULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CODIGNOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNECKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH ROGICH AND JOHN DOE POLICE OFFICER, Docket No. 11-CV-0934 (SJF)(AKT). The Taylor case was assigned to outside counsel because of the complexity and large amount of resources needed to devote to the case. The amendment increases the maximum amount and adds the following services: representation of the County of Nassau, Nassau County Police Department, Edward Bienz, Edmund Horice, Daniel Flanagan, John Martins, Timothy Marinaci, and John DeMartinis in the matter of Moroughan v. the County of Suffolk et al, Index No. 2:12-CV-00512 (JFB) (AKT)

Method of Procurement: Contract amendment. See procurement history below. Procurement for the matter of Moroughan v. the County of Suffolk et al. was as follows: A Request for Qualification was issued and a panel of law firms established. The firm Leahey & Johnson has been added to this panel. The firm was selected to handle this matter because of their experience and expertise in the subject matter.

Procurement History: A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$350,000.00 initial encumbrance. \$750,000 increase in maximum amount. *GA*

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:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$350,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$350,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$350,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$350,000.00

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 <i>[Signature]</i>
Name		Name	Date <i>5/2/16</i>
Date		Date	(For Office Use Only)
			E #:



Nassau County Interim Finance Authority

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

1. Vendor: Leahey & Johnson, P.C. (CLAT16000017)

2. Dollar amount requiring NIFA approval: \$ 750,000.00

Amount to be encumbered: \$ 350,000.00

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: 08/25/2014-Completion

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

If yes, please explain: Contractor 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:

This is an amendment to an outside counsel contract to represent former Nassau County Commissioner of Police Thomas Dale in the matter RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE, in his individual and official capacity, CHIEF OF DETECTIVES JOHN CAPECE, in his individual and official capacity, SERGEANT GAIL MISTRETTA, in his individual and official capacity, GARY MELUS, POLICE OFFICERS "JOHN DOE 1-10," in their individual and official capacities, NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20," in their individual and official capacities, and ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30," Docket No. CV-14-4722; and representing all named defendants in the matter ANTOINETTE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE COMMISSIONER LAWRENCE NULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CORDASWOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNCKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH RODICH and JOHN DOE POLICE OFFICER, Docket No. 11-CV-0834 (SJP)(AKT). The Taylor case was assigned to outside counsel because of the complexity and large amount of resources needed to devote to the case. The amendment increases the maximum amount, and amends services

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:

CLAT15000001 (CQAT13000011) max amount \$300,000 encumbered \$300,000 on 4/30/2015
CAAT16000006 (CQAT14000033) advisement to encumber \$250,000 currently in approval pipeline

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 Dallen 4/14/16
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

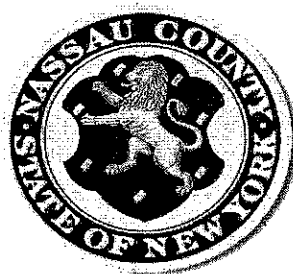
Print Name

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.

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: Leahey & Johnson, P.C. (CLAT16000017)

CONTRACTOR ADDRESS: 120 Wall Street, New York, New York 10005

FEDERAL TAX ID #: 132943775

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

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

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

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

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

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3. The third part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

4. The fourth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

5. The fifth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

6. The sixth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

7. The seventh part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

8. The eighth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

9. The ninth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

10. The tenth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

11. The eleventh part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

12. The twelfth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

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

The contract was originally executed by Nassau County on March 25, 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 a Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. 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.

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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.

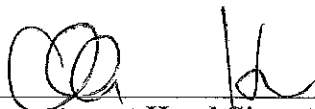
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

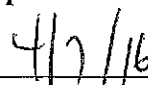
VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

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

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



Department Head Signature


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. 03/16

COUNTY OF NASSAU

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

1. Name of the Entity: LEAHEY + JOHNSON P.C.

Address: 120 WALL STREET NYC NY 10005

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

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

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):

PETER JOHNSON JR,

LEAHEY + JOHNSON

120 WALL ST

NYC NY 10005

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.

PETER JOHNSON JR.

LEAHEY + JOHNSON

120 WALL ST NYC NY 10005

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

NONE

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

(b) Describe lobbying activity of each lobbyist. See below 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: March 2016

Signed: PETER D. JOHNSON

Print Name: PETER D. JOHNSON

Title: President

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.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. 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.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 6 2016

Vendor: LEAHY + JOHNSON P.C.

Signed: Robert J. Johnson

Print Name: ROBERT J. JOHNSON

Title: President

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Business History Form

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

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

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

Date: _____

1) Bidder's/Proposer's Legal Name: LEAHEY + JOHNSON P.C.

2) Address of Place of Business: 120 WALL STREET NYC NY 10005

List all other business addresses used within last five years:

42 LERBY STREET NYC NY 10014

3) Mailing Address (if different): _____

Phone: 212 269-7308

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) PROFESSIONAL CORPORATION

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3.

4.

5. The fifth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

- 11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒
 If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ___ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ___ If Yes, provide details for each such conviction. _____
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ___ If Yes, provide details for each such _____

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occurrence. _____

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ☐; If Yes, provide details for each such instance. _____

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ☐ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest: NO CONFLICT OF INTEREST EXISTS,

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT OF INTEREST EXISTS

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. WE UNDERTAKE A CONFLICT CHECK WITH REGARD TO EVERY ENGAGEMENT AND DO NOT ACCEPT A MATTER IF THERE IS A CONFLICT OF INTEREST,

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city government. The names are listed in alphabetical order, and each name is followed by the office to which he or she has been appointed.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city government. The names are listed in alphabetical order, and each name is followed by the office to which he or she has been appointed.

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company ROBERT MOONEY - ARROWPOINT CAPITAL

Contact Person _____

Address 3600 ARCO CORPORATE DRIVE

City/State CHARLOTTE, N.C. 28223

Telephone 704 522 2805

Fax # _____

E-Mail Address bob.mooney@arrowpointcap.com

Company BARNES + NOBLE
Contact Person STEVE ROBIOTTO
Address 122 FIFTH AVENUE
City/State NYC NY 10011
Telephone 212-633-3300
Fax # _____
E-Mail Address S.ROBIOTTO@BN.COM

Company CATHOLIC Mutual Group
Contact Person TONY McLAUGHLIN
Address 10843 OLD MILL ROAD
City/State OMAHA NEBRASKA
Telephone 800 228-6108
Fax # _____
E-Mail Address T.McLaughlin@CATHOLICMUTUAL.ORG

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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Leahey & Johnson, P.C.
Attorneys at Law

March 21, 2016

(212) 269-7308
FACSIMILE (212) 422-4751

A) RESPONSES

120 Wall Street, New York, N.Y. 10005

- i) 1953
- ii) PETER JAMES JOHNSON JR.
[REDACTED]
- iii) SAME AS ii)
- iv) NEW YORK STATE
- v) 40-50 (VARIES)
- vi) PROJECTED [REDACTED]
- viii) N.A.

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A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, PETER T. JOHNSON, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21 day of MARCH

2016

Anthony Zito
Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

Name of submitting business: LEAHY + JOHNSON P.C.

By: PETER T. JOHNSON Print

Peter T. Johnson
Signature

President
Title

3, 21, 16 Date

ANTHONY LEO
NOTARY PUBLIC STATE OF NEW YORK
No. 013300012
Qualified in New York County
My Commission Expires May 14, 2014

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

1. Principal Name PETER JAMES JOHNSON JR
 Date of birth [REDACTED]
 Home address [REDACTED]
 City/state/zip [REDACTED]
 Business address 1120 WALL STREET
 City/state/zip NYC NY 10005
 Telephone 212-269-7308
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President PM, 1995 Treasurer ____/____/____
 Chairman of Board ____/____/____ Shareholder ____/____/____
 Chief Exec. Officer ____/____/____ Secretary ____/____/____
 Chief Financial Officer ____/____/____ Partner ____/____/____
 Vice President ____/____/____ ____/____/____
 (Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
 NO ____ YES ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ____ YES ____ If Yes, provide details. N/A



NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☐ YES ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☐ YES ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☐ YES ☐ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ☐ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ☐ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ☐ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, PETER J. JOHNSON, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 21 day of MARCH 2016

Anthony Zito
Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

LEAHAY + JOHNSON P.C.
Name of submitting business

PETER J. JOHNSON
Print name

Peter J. Johnson
Signature

President
Title

3 / 21 / 17
Date

ANTHONY J. TO
NOTARY PUBLIC STATE OF NEW YORK
NO. 012-4300035
Qualified in New York County
My Commission Expires July 13, 2014

Leahey & Johnson, P.C.

Attorneys at Law

(212) 269-7308

Facsimile (212) 422-4751

120 Wall Street, New York, New York 10005

March 21, 2016

Re: Leahey & Johnson, P.C.

Dear :

Leahey & Johnson, P.C. ("the Firm"), is a preeminent law firm in New York City that provides defense litigation services to major insurers, third party administrators, national and local companies and municipalities in State and Federal courts throughout New York City, Long Island, and lower New York State. The Firm has been acknowledged by Martindale Hubbell's highest "AV" Rating and in the Bar Register of Pre-eminent Lawyers and Law Firms, and the New York Super Lawyers and Best Lawyers in America designation for many years.

The Firm was founded sixty-two years ago by the late Joseph M. Leahey, a former Justice of the New York State Supreme Court, and Peter James Johnson, Esq., nationally known for his trial tactics and litigation expertise in defending all types of tort litigation. Mr. Johnson was recognized by the New York Law Journal as "the standard setter" of the New York City trial bar. He created a culture of winning litigation through careful preparation at the Firm that he passed on to its current generation of leadership.

Peter James Johnson, Jr. is the Firm's President, and has held that position for about half of the Firm's existence. An "AV" rated graduate of Columbia College and Columbia University's School of Law, he is a noted appellate and trial lawyer recognized by Super Lawyers and others as one of the New York area's "go-to" lawyers in high-profile complex and challenging matters. Peter has lectured at the Practising Law Institute, for Appellate Division law assistants, for the Committee on Character and Fitness, for the Office of the Nassau County Attorney, and other fora on trial and appellate practice. He is a member of the Governor's Judicial Screening Committee for

the Second Department and is Chairman of the Committee on Character and Fitness, Appellate Division, First Department where he is responsible for the admission of new attorneys. He was also recently appointed by the Chief Judge to a commission on reforming attorney discipline in New York.

Members of the firm include successful trial lawyers Chris Clarke and Michael Dempsey, each recruited and trained by the Johnsons; and Jim Tenney and Joanne Filiberti who are master appellate and complex litigation practitioners. The members of the firm have each learned their craft at the firm, which has developed and trained some of the strongest and most resourceful litigators in New York. From its newest associate to its most experienced member, the Firm inculcates an ethic of hard work and boundless creativity, and emphasizes the necessity of success for our clients in all our efforts. The Firm is a leader in defending tort claims, and has developed and refined strategies to evaluate and defend such claims effectively and successfully.

We have an active litigation practice in both New York State and Federal Courts. The Firm possesses unique expertise and an unparalleled record of success in trials and appeals of diverse tort matters, including:

- Automobile, Trucking & Bus Liability
- Construction Site & Labor Law Liability (Insurance and Reinsurance Matters)
- Mass Casualty Torts
 - Fire & Catastrophe Litigation
- Products Liability
- School, Daycare & Afterschool Program Liability
- Entertainment Industry Liability
- Premises Liability
 - Bar, Restaurant & Entertainment Venue Liability
 - Residential Owner Liability
 - Commercial Property Owner Liability
- Defamation
- Civil Liability for Sexual Assault & Other Criminal Assault
- Employment Liability
- Civic & Municipal Liability
 - Civil Rights and Constitutional Violations
- Church, Cemetery, Not-for-Profit & Synagogue Liability
- Toxic Torts
- Auto Dealership Liability
- Corporate Liability

The firm has had equal success in complex commercial and corporate litigation involving contracts, real estate transactions and partnership disputes.

A partial list of clients who have been served by the Firm includes, but is not limited to:

- Academy Bus
- Allstate Insurance Company
- AlfaParf SRL
- Archdiocese of New York
- AIG/Chartis
- Arrowpoint Capital
- Baldor Specialty Foods
- Brown Stove
- Catholic Mutual Group
- Crawford & Company
- Coleman Camping
- Crosman Arms
- CNA
- C.V. Starr
- Empire City Subway
- First Alert
- Forest City Ratner
- Fox News Channel
- Gallagher Bassett
- Group Council Mutual Insurance Company
- Group One Auto Sales
- Medical Liability Mutual Insurance Company
- Medical Malpractice Insurance Association
- Nassau County, New York
- New York Downtown Hospital
- News Corporation
- Twenty-First Century Fox
- New York City Housing Authority
- New York Post
- New York State Insurance Fund
- New York State Insurance Department
- New York State Liquidation Bureau
- New York State Senate
- Praxair
- Revlon
- Royal-Sun Alliance Insurance

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

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- Royal Canada
- RSUI
- Russell Corporation
- Sedgwick
- Starwood Hotels
- Sunbeam
- Donald Trump and The Trump Organization
- Turner Construction
- The City of New York
- U.S. Adjustment Bureau
- Verizon

The Firm has been successful in such traditionally “high risk” and “high exposure” areas in and around New York City, including the New York State Court of Claims, Bronx and Kings Counties, Nassau County, Suffolk County, the Hudson Valley as well as the Eastern and Southern Districts of the Federal Court, the four Appellate Divisions of New York State, the New York State Court of Appeals, and Federal Circuit Courts of Appeal. The Firm has also been called in to appear in other state and federal courts from New Jersey to Michigan.

The Firm has successfully litigated, tried, appealed, arbitrated and mediated literally thousands of cases in the New York Metropolitan area. We pride ourselves on meticulous attention devoted to each of our matters, and our strong record of advocacy is based on careful preparation coupled with constant communication with the client.

To implement this philosophy, the Firm has instituted a system of “Litigation Units” to ensure the flawless handling of each file within our control – from answer to trial. Each litigation unit is headed by a master trial or appellate lawyer and staffed by associate trial lawyers responsible for a designated group of matters. Each unit leader is charged with the task of daily supervision of his/her unit members and the chairing of a weekly session with those members in preparation for ongoing and upcoming matters. Additionally, the unit leader meets on a bi-weekly basis with other litigation unit leaders at a roundtable chaired by the firm’s managing member and founder.

During the course of trials, each trial lawyer confers with his/her team leader and Mr. Johnson throughout and after court sessions. The careful preparation of lawsuits long before the trial of the action, early evaluation with the participation of the client, combined with the free exchange of strategies and solutions between the firm’s trial lawyers and clients and their representatives has resulted in the firm’s unprecedented success in the State and Federal trial courts and has established the Firm’s pre-eminent position in the New York metropolitan area.

We enjoy an excellent relationship with the Judiciary at the State and Federal levels. Our involvement in bar associations and Court appointed Judicial selection panels, gives us an opportunity to have a mutually respectful relationship with the Judicial community.

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The Firm's deserved recognition for having experienced and sophisticated litigators enables us to provide our clients an important advantage. New York's plaintiffs' bar who regularly bring tort claims know we are fully prepared to try these lawsuits to conclusion in State and Federal courts. This allows us to settle claims expeditiously and favorably.

Our members and senior associates have an expansive resume of bringing to favorable verdict and resolution significant and complex cases. The Firm has posted a record of success in defending so-called "full liability" and "absolute liability" cases. As the result of its emphasis on skillful presentation of engineering, physics, medical, economic, accounting and forensic evidence, the Firm has saved clients literally many millions of dollars.

One key to the Firm's success is constant preparation. The Firm is literally open for client meetings seven days a week. On weekends, the Firm's attorneys often gather in its conference rooms for symposia on such diverse topics as trial practice and technique, jury selection, cross-examination and use of expert witnesses. Additionally, prominent experts from the fields of medicine, engineering, economics, physics, chemistry and accounting valuation deliver lectures and answer questions from the staff.

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

I. Automobile, Trucking & Bus Liability

The Firm has decades of experience in defending insurance companies and individuals in thousands of lawsuits resulting from motor vehicle accidents involving private vehicles, commercial vehicles, common carriers, bicycles and pedestrians, and brought pursuant to the New York State Vehicle and Traffic Law, Insurance Law and common law tort. The Firm is experienced in all facets of automobile litigation, such as: Automobile Accident Claims (including PIP, UM and UIM), Commercial Vehicle Claims, and Truck/Motor Carrier liability

A. Representative Automobile Accident Verdicts and Settlements

- Achieved numerous awards for summary judgment as well as defense verdicts on the issue of liability in cases involving lefts turns, rear-end collisions, head-on collisions, pedestrian knock-downs, motorcycle and bicycle accidents.
- Awarded a unanimous defense verdict at trial on liability involving a head-on collision occurring between our client, driver of a motor vehicle that allegedly crossed the double yellow line, and a motorcycle. Plaintiff motorcyclist demanded \$100,000 to settle before trial alleging multiple serious injuries, including a fractured clavicle and shoulder impingement.

- Achieved numerous defense verdicts at a damages only trials after the plaintiffs were awarded summary judgment on liability as well as summary judgment awards on "serious injury", where the documentary evidence and party and medical expert testimony demonstrated that the plaintiffs failed to meet the New York State "serious injury" threshold.
- Achieved a jury verdict on liability finding each party 50% liable for the intersection collision. At the trial on damages, where the plaintiff underwent two back surgeries involving internal fixation of the cervical spine, achieved a jury verdict of \$45,000, significantly below the standard award and a fraction of the plaintiff's demand for \$9 million.
- Achieved a dismissal of all claims against our client, driver of the second car in a four car chain reaction rear-end collision accident, after three days of trial in federal court. The plaintiff sought \$85,000 in damages at trial alleging he sustained a shoulder fracture, cervical radiculopathy, ulnar neuropathy and brachial plexopathy as a result of the accident.

B. Automobile Accident Appeals

- Won reversal of an order which denied our client's motion for summary judgment on the issue of liability and obtained dismissal of all claims and cross-claims in claim for wrongful death arising from auto accident. In this high-profile case involving criminal charges against four of the named defendants who brought claims against our client in an attempt to allay their liability, we successfully argued that the intervening criminal acts of the co-defendants were not foreseeable, and that our client did not engage in improper conduct. At the trial after the appeal, the jury awarded the plaintiffs over \$10 million in damages against the remaining defendants.
- Successfully defeated the plaintiff's appeal of the order vacating the default judgment against our client and dismissing the Complaint in its entirety. Demonstrated to the motion court and the appellate court that the building where our client, who was living with the plaintiff at the time, had allegedly been served had been continuously vacant for over two years and that process could not have been effected at the address specified in the affidavit of service.

C. Commercial Vehicle & Truck Accident Verdicts and Settlements

- Obtained summary judgment on liability showing that our client, a nationally recognized utility provider, properly parked its service truck in the co-defendant construction company's work site while performing emergency repairs, and was not a proximate cause of the motor vehicle accident. Successfully achieved dismissal of all claims and cross-claims against our client in this matter where the plaintiff underwent back surgery as a result of the auto accident near the construction site.
- Represented major metropolitan newspaper in claim for wrongful death after the plaintiff's decedent ran a red light on a motorized bicycle and collided with the

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side of the newspaper's delivery truck at high speed. The decedent, who was 16 years old at the time of the alleged incident, was in a coma for several months before dying from injuries allegedly sustained in the accident.

D. Commercial Vehicle & Truck Accident Appeals

- Successfully appealed an order of the lower court which denied a nationally known utility company's motion for summary judgment on liability. On reversal, the appellate court ruled that utility's commercial truck, legally parked at a corner of a "T" intersection, was not obstructing the view of those entering the intersection. If the Firm had not been successful on appeal, our client was facing trial and a potential verdict in favor of the plaintiff of up to \$750,000 for serious injuries, including a cardiac incident, resulting from the accident.

E. Transportation, Vehicle & Bus Accident Verdicts and Settlements

- Represented major metropolitan area bus company in claim for quadriplegia after fire on bus and the ensuing panic caused the plaintiff to be ejected from bus front door while the bus was traveling 65 mph on major highway. Impleader of bus manufacturer caused modest settlement for our client.
- Represented major bus company in multiple serious injury claims by passengers after driver allegedly fell asleep at the wheel and bus left the roadway and flipped over.
- Represented bus company and driver in multiple serious injury and wrongful death claims by passengers resulting when the bus driver allegedly lost control of the vehicle and went off the road. Alternate causation theory caused early settlement below reserve.

F. Transportation, Vehicle & Bus Accident Appeals

- Won reversal of an order denying the bus company's motion for summary judgment on the issue of "serious injury." Successfully argued to the Appellate Division that the plaintiffs failed to proffer competent medical evidence of their alleged limitations in range of motion to raise a question of fact in opposition to our client's bus company's *prima facie* showing of entitlement to summary judgment.
- Represented ambulette service on appeal of a jury verdict in favor of defendant showing that the verdict was not against the weight of the evidence. Successfully argued that the ten passenger ambulette experienced an electrical malfunction stranding the vehicle in the center lane of a three lane highway, that the driver immediately and properly set-up warning and safety devices to alert oncoming traffic of the stalled ambulette, and that the plaintiff's negligence was the sole proximate cause of the rear-end collision.

II. Construction Site & Labor Law Liability

The Firm's attorneys have decades of experience defending "absolute" liability and Industrial Code violation claims arising from construction site accidents. The Firm has had success in obtaining defense and indemnification for our clients through tender demands and litigation. We have also successfully won defenses on damages where many other firms admit defeat. The Firm also has decades of experience in representing excess insurers in oversight of personal injury and wrongful death claims arising from construction site accidents to ensure the matters settle within the primary policy limits.

A. Verdicts & Settlements

- Dismissal of high exposure paraplegia claim in Labor Law action based on sole proximate cause defense against the plaintiff.
- Successfully achieved by court order and negotiation countless tenders of defense and indemnification on behalf of property owners.
- Represented internationally known construction company in various construction site accident litigations.
- Achieved settlement of personal injury action alleging catastrophic, traumatic brain injury against our client, the general contractor of roadside construction project, where construction barriers allegedly blocked the view of the driver and pedestrian involved in a pedestrian knock-down accident.
- Successfully achieved dismissal of the plaintiff's Labor Law § 240(1) claim by demonstrating the plaintiff was not engaged in a height-related activity at the time of the partial amputation of the plaintiff's forearm by a falling fire escape ladder.
- Successfully moved *in limine* after opening statements to preclude the plaintiff's MRI films and expert testimony on the issue of causation, providing the foundation for a successful motion for a directed verdict dismissing the plaintiff's Complaint in its entirety. Ultimately achieved a settlement far below the standard.

B. Appeals

- Achieved affirmance of summary judgment order dismissing the plaintiff's claims pursuant to Labor Law §§ 200, 240(1) and 241(6). Successfully argued that the owner of a two-family home retained nothing more than a limited power of general supervision and did not supervise or control the plaintiff or the means and methods of his work.

III. Mass Casualty Torts

The Firm has experience representing well-known entities in the defense of wrongful death claims arising from catastrophic events that have gained nation-wide attention and news following.

- Represented furniture manufacturers with regard to 87 wrongful death claims resulting from inhalation of toxic and fatal fumes allegedly released by the product. Achieved a nominal settlement for our client, less than the cost of defense, in one of the most dangerous venues for defendants (Bronx County).
- Represented nationally known distributors and importers of firearms in successive federal court class actions for negligent distribution of firearms resulting in deaths and personal injury. Achieved discontinuances for our client.
- Represented a nationally known compressed gas manufacturer in State criminal investigation, wrongful death, personal injury and class action lawsuits for business interruption following a massive explosion and fire at a chemical analytical lab resulting in multiple deaths and injuries.

IV. Products Liability

The Firm's attorneys have successfully defended product manufacturers, distributors and dealers in a variety of products liability claims, achieving excellent results for its clients through aggressive and persistent discovery, investigation, and expert retention.

A. Verdicts & Settlements

- Represented one of the nation's largest auto dealerships in a claim regarding the dealership's alleged negligent installation of a component part resulting in the allegedly uncontrolled acceleration of a vehicle causing multiple serious and catastrophic injuries.
- Successfully represented a national leader and manufacturer of carbon monoxide detectors in multiple wrongful death actions arising from an incident at a Long Island home in which a family died.
- Represented a nationally known camping equipment company in various claims arising from the alleged negligent manufacture of lanterns, air pellet guns, gas tanks, gas and propane powered grills, water skis, electric blankets, and coffee makers.
- Represented a national distributor and formulator of commercial air conditioner coolant in a series of product liability actions in State and Federal courts involving property damage allegedly emanating from use of our client's product. Successfully shifted liability to others paying only modest settlements.

1. *Introduction*
 2. *Background*
 3. *Methods*
 4. *Results*
 5. *Discussion*
 6. *Conclusion*
 7. *References*
 8. *Appendix*
 9. *Tables*
 10. *Figures*
 11. *Supplementary Materials*
 12. *Correspondence*
 13. *Conflict of Interest*
 14. *Acknowledgments*
 15. *Author Contributions*
 16. *References*
 17. *Appendix*
 18. *Tables*
 19. *Figures*
 20. *Supplementary Materials*
 21. *Correspondence*
 22. *Conflict of Interest*
 23. *Acknowledgments*
 24. *Author Contributions*
 25. *References*
 26. *Appendix*
 27. *Tables*
 28. *Figures*
 29. *Supplementary Materials*
 30. *Correspondence*
 31. *Conflict of Interest*
 32. *Acknowledgments*
 33. *Author Contributions*
 34. *References*
 35. *Appendix*
 36. *Tables*
 37. *Figures*
 38. *Supplementary Materials*
 39. *Correspondence*
 40. *Conflict of Interest*
 41. *Acknowledgments*
 42. *Author Contributions*
 43. *References*
 44. *Appendix*
 45. *Tables*
 46. *Figures*
 47. *Supplementary Materials*
 48. *Correspondence*
 49. *Conflict of Interest*
 50. *Acknowledgments*
 51. *Author Contributions*
 52. *References*
 53. *Appendix*
 54. *Tables*
 55. *Figures*
 56. *Supplementary Materials*
 57. *Correspondence*
 58. *Conflict of Interest*
 59. *Acknowledgments*
 60. *Author Contributions*
 61. *References*
 62. *Appendix*
 63. *Tables*
 64. *Figures*
 65. *Supplementary Materials*
 66. *Correspondence*
 67. *Conflict of Interest*
 68. *Acknowledgments*
 69. *Author Contributions*
 70. *References*
 71. *Appendix*
 72. *Tables*
 73. *Figures*
 74. *Supplementary Materials*
 75. *Correspondence*
 76. *Conflict of Interest*
 77. *Acknowledgments*
 78. *Author Contributions*
 79. *References*
 80. *Appendix*
 81. *Tables*
 82. *Figures*
 83. *Supplementary Materials*
 84. *Correspondence*
 85. *Conflict of Interest*
 86. *Acknowledgments*
 87. *Author Contributions*
 88. *References*
 89. *Appendix*
 90. *Tables*
 91. *Figures*
 92. *Supplementary Materials*
 93. *Correspondence*
 94. *Conflict of Interest*
 95. *Acknowledgments*
 96. *Author Contributions*
 97. *References*
 98. *Appendix*
 99. *Tables*
 100. *Figures*
 101. *Supplementary Materials*
 102. *Correspondence*
 103. *Conflict of Interest*
 104. *Acknowledgments*
 105. *Author Contributions*
 106. *References*
 107. *Appendix*
 108. *Tables*
 109. *Figures*
 110. *Supplementary Materials*
 111. *Correspondence*
 112. *Conflict of Interest*
 113. *Acknowledgments*
 114. *Author Contributions*
 115. *References*
 116. *Appendix*
 117. *Tables*
 118. *Figures*
 119. *Supplementary Materials*
 120. *Correspondence*
 121. *Conflict of Interest*
 122. *Acknowledgments*
 123. *Author Contributions*
 124. *References*
 125. *Appendix*
 126. *Tables*
 127. *Figures*
 128. *Supplementary Materials*
 129. *Correspondence*
 130. *Conflict of Interest*
 131. *Acknowledgments*
 132. *Author Contributions*
 133. *References*
 134. *Appendix*
 135. *Tables*
 136. *Figures*
 137. *Supplementary Materials*
 138. *Correspondence*
 139. *Conflict of Interest*
 140. *Acknowledgments*
 141. *Author Contributions*
 142. *References*
 143. *Appendix*
 144. *Tables*
 145. *Figures*
 146. *Supplementary Materials*
 147. *Correspondence*
 148. *Conflict of Interest*
 149. *Acknowledgments*
 150. *Author Contributions*
 151. *References*
 152. *Appendix*
 153. *Tables*
 154. *Figures*
 155. *Supplementary Materials*
 156. *Correspondence*
 157. *Conflict of Interest*
 158. *Acknowledgments*
 159. *Author Contributions*
 160. *References*
 161. *Appendix*
 162. *Tables*
 163. *Figures*
 164. *Supplementary Materials*
 165. *Correspondence*
 166. *Conflict of Interest*
 167. *Acknowledgments*
 168. *Author Contributions*
 169. *References*
 170. *Appendix*
 171. *Tables*
 172. *Figures*
 173. *Supplementary Materials*
 174. *Correspondence*
 175. *Conflict of Interest*
 176. *Acknowledgments*
 177. *Author Contributions*
 178. *References*
 179. *Appendix*
 180. *Tables*
 181. *Figures*
 182. *Supplementary Materials*
 183. *Correspondence*
 184. *Conflict of Interest*
 185. *Acknowledgments*
 186. *Author Contributions*
 187. *References*
 188. *Appendix*
 189. *Tables*
 190. *Figures*
 191. *Supplementary Materials*
 192. *Correspondence*
 193. *Conflict of Interest*
 194. *Acknowledgments*
 195. *Author Contributions*
 196. *References*
 197. *Appendix*
 198. *Tables*
 199. *Figures*
 200. *Supplementary Materials*
 201. *Correspondence*
 202. *Conflict of Interest*
 203. *Acknowledgments*
 204. *Author Contributions*
 205. *References*
 206. *Appendix*
 207. *Tables*
 208. *Figures*
 209. *Supplementary Materials*
 210. *Correspondence*
 211. *Conflict of Interest*
 212. *Acknowledgments*
 213. *Author Contributions*
 214. *References*
 215. *Appendix*
 216. *Tables*
 217. *Figures*
 218. *Supplementary Materials*
 219. *Correspondence*
 220. *Conflict of Interest*
 221. *Acknowledgments*
 222. *Author Contributions*
 223. *References*
 224. *Appendix*
 225. *Tables*
 226. *Figures*
 227. *Supplementary Materials*
 228. *Correspondence*
 229. *Conflict of Interest*
 230. *Acknowledgments*
 231. *Author Contributions*
 232. *References*
 233. *Appendix*
 234. *Tables*
 235. *Figures*
 236. *Supplementary Materials*
 237. *Correspondence*
 238. *Conflict of Interest*
 239. *Acknowledgments*
 240. *Author Contributions*
 241. *References*
 242. *Appendix*
 243. *Tables*
 244. *Figures*
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- Represented a national chain of vehicle repair shops in claims arising from the alleged negligent installation of brakes resulting in violent deaths of Hudson Valley teacher and politician.
- Represented a national manufacturer of stoves in a succession of residential tip over cases resulting in catastrophic injury.
- Represented a nationally known apparel company in catastrophic infant burn case involving ignition of sweatshirt during the lighting of a menorah.
- Represented manufacturer of New York City bus shelters sued by school teacher whose leg was amputated by the glass used in the bus shelter, which acted as a guillotine after it was struck by an automobile. Achieved dismissal of the Complaint based on the plaintiff's failure to serve proper Bill of Particulars.
- Achieved summary judgment on behalf of a Michigan based manufacturer of spray-paint hoses in personal injury action alleging negligent manufacture of component parts after diligent investigation resulted the successful impleader of the correct manufacturer.
- Represented international manufacturer of beauty products in action claiming the plaintiff was injured by a defective glass vial used to package hair products. Successfully obtained jurisdiction over foreign manufacturer and foreign distributors of the glass vial pursuant to the Hague Convention.
- Obtained summary judgment on behalf of garage owner in wrongful death action. Demonstrated through impleader of the manufacturer of the "man lift" that the plaintiff was using, that the "man lift" had malfunctioned causing plaintiff's decedent to be crushed to death. Successfully argued that the decedent was a "special employee" at the time of the accident and thus the garage owner was entitled to rely upon the Worker's Compensation exclusion.

B. Appeals

- Took over representation of a regional food distributor whose answer was struck in catastrophic e coli personal injury matter. Achieved excellent victory on appeal setting new precedent regarding the continued existence of crossclaims after the crossclaiming party's answer was struck and as to the plaintiff's failure to provide responses in Bill of Particulars. Also, successfully defeated appeal by impleaded food manufacturer and grocery store for product liability.

V. School, Daycare & Afterschool Program Liability

The Firm and its attorneys have decades of experience defending against claims arising out of playground accidents, claims of negligent supervision, and claims of negligent hiring, retention and training of school staff.

A. Dismissals & Verdicts

- Achieved dismissal of claim for personal injuries by infant plaintiff who suffered a broken leg while playing football during recess on the school's parking lot which was also used as the playground for the students when weather permitted.
- Represent high school and its administration and athletic coaches against claims of bullying and hazing.
- Achieved summary judgment on behalf of school in personal injury action where court determined the student's sudden and unexpected act could not have been prevented by any greater supervision.

B. Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of the school demonstrating that the security provided by the school was sufficient.
- Successfully achieved affirmance of lower court order dismissing the plaintiff's Complaint where the infant-plaintiff's own testimony demonstrated no additional supervision could have prevented the alleged injury.
- Successfully appealed order granting the plaintiffs' motion to compel discovery and denying our client's cross-motion for a protective order. Achieved unanimous reversal of the lower court's order demonstrating that the reports sought by the plaintiffs were prepared in anticipation of litigation, and that the plaintiffs failed to show that they had a substantial need of the materials and were unable without undue hardship to obtain the substantial equivalent of the materials by other means.

VI. Entertainment Industry Liability

The Firm has successfully taken on the defense of high-profile individuals and venues in claims arising from diverse areas of tort and contract law.

- Represented internationally known music group in claim alleging wrongful death because of heroin allegedly being provided by the music group to one of its members who died of an overdose.
- Represented promoters of a concert that resulted in stampede causing multiple deaths and injuries. Successfully negotiated settlement.
- Represented well-known New York City nightclub and proprietor in action for defamation brought by former heavyweight boxing champion resulting in dismissal.

VII. Premises Liability

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The Firm and its attorneys have decades of experience defending claims against the owners of entertainment venues, residential properties, commercial properties, and retail properties. Our attorneys have had repeated success at trial and on appeal defending claims for premises liability through the diligent and focused attention to detail during discovery, retaining experienced investigators, and renowned experts on liability and damages.

A. Bar, Restaurant & Entertainment Venues Verdicts & Settlements

- Successfully represented multiple New York City nightclubs, restaurants and bars in wrongful death, assault and sexual assault claims.
- Represented excess insurer of large state-owned football stadium in catastrophic personal injury claim resulting in quadriplegia of a child based on allegation of negligent sale of beer to a patron who subsequently drove drunk.
- Represented a well-known nightclub in a claim by the plaintiff that he sustained a skull fracture when a nightclub security guard beat the plaintiff's head against the floor after the plaintiff pulled a box-cutter during a melee at the nightclub. Successfully achieved a directed verdict at trial in favor of the nightclub upon a showing that the security guard was not a special employee of the nightclub.
- Represented well-known New York City restaurant and nightclub in action for multiple personal injury and wrongful death claims due to carbon monoxide poisoning. Achieved summary judgment on indemnification claims alleging grave injury for the personal injury plaintiffs. In addition, aggressive discovery on damages successfully resulted in a nominal settlement.
- Represented catering hall in action for wrongful death and personal injuries based on the Dram Shop Act where the plaintiffs alleged the catering hall overserved a guest at a wedding and allowed him to drive afterward resulting in a head-on collision with the plaintiffs' vehicle. Hard fought discovery and litigation, including multiple third-party actions resulted in a reasonable settlement.

B. Bar, Restaurant & Entertainment Venues Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of our client's nightclub arguing that the nightclub could not be held liable for the spontaneous, unforeseen and unexpected criminal assault by one patron of another patron.

C. Residential Owner Liability

- In a standard-setting case of first impression, successfully limited the liability of a condominium owner in a catastrophic personal injury action arising from a rooftop fence collapsing from a common area and striking a pedestrian in the street.

- Succeeded in obtaining a defense verdict in wrongful death action arising from a fall down stairs of a residential home.
- Successfully represent the largest residential landlord in New York City in most dangerous jury venues on multiple summary judgment and dismissals based on claims regarding notice or creation of an alleged condition; insufficient security; sexual assaults by employees or third-parties; murders and assaults of children and elderly; dog bites; negligent maintenance of playgrounds, walkways, stairways, roofs, elevators, radiators/heating systems, smoke detectors; discretionary governmental judgment; negligent hiring, retention, training, and supervision of employees; as well as claims for contractual and common law defense and indemnification against third-parties.
- Successfully achieved summary judgment and dismissal of claim against residential landlord alleging premature birth and various personal injuries were the result of the plaintiff having to take the stairs to her 12th floor apartment every night for approximately two months due to non-functioning elevators in the residential building.
- Won summary judgment and dismissal of all claims against municipal landlord alleging shooting death of the plaintiff's decedent was the result of insufficient security at the premises. Successfully argued that the municipal landlord provided reasonable security measures and that the plaintiff could only offer speculation and conjecture as to how the unidentified assailant gained access to the premises.
- Achieved dismissal of all claims against municipal landlord alleging negligent maintenance of the heating system and failure to insulate heating pipes in the plaintiff's apartment resulted in catastrophic burns to the infant-plaintiff. Successfully argued that the heating system, including all steam pipes and radiators, was in compliance with the applicable Building Code and that the municipal landlord did not breach any duty to the plaintiffs.
- Succeeded in winning summary judgment in favor of the municipal landlord dismissing claim alleging negligent security at the building resulted in the stabbing of the plaintiff. Successfully argued that the plaintiff was the victim of a targeted assault and that the security provided by the municipal landlord was reasonable.

D. Commercial Property Owner Liability

- Successfully achieved dismissal and nominal settlement of multiple matters involving escalators, elevators and stairs at municipal buildings, large retail establishments, and commercial buildings on behalf of out-of-possession landowners.
- Achieved dismissal of a case of first impression against a large commercial building for catastrophic psychiatric claims involving committal and permanent disability as a result of bedbug bites.

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- Represented the owner of a commercial factory in Queens, New York that burned to the ground. Several tenants of the factory brought claims against the owner for failing to have a working sprinkler system in the building as required by the New York City Building Code. Achieved settlement for a fraction of the claimed damages.
- Achieved summary judgment, discontinuance and settlement of various claims for personal injuries at retail locations throughout New York State on behalf of nationally known booksellers.

E. Commercial Property Owner Liability Appeals

- After a jury verdict of \$2.2 million in favor of the plaintiff and holding our client' 40% liable for damages, successfully appealed and achieved reversal of an interlocutory lower court order and obtained dismissal of all claims against our client.

VIII. Defamation

- Represented nationally known bookseller and media company in federal litigation claiming defamation, achieved dismissal of the complaint before discovery.

IX. Civil Liability for Sexual Assault & Other Criminal Assault

The Firm has successfully defended its clients against catastrophic claims for personal injuries and wrongful death arising from claims of sexual and criminal assault. The Firm has cultivated relationships with experts in the fields of forensic pathology, criminal profiling, and psychology to defend these claims.

- Represented defendant in a claim of negligent oversight of a foster care program.
- Represented municipal authority in claims for personal alleging sexual abuse and rape of children and women by employees of the authority; and in claims for personal injuries and wrongful death as a result of robberies, homicides/targeted attacks in residential buildings.

X. Employment Law

The Firm understands its clients' need for discretion and the sensitive nature of claims arising under this area of the law. The Firm's attorneys work closely with our clients to ensure the confidentiality of negotiations which often high-profile and high-level employees of nationally and internationally known entities.

- Represented internationally known media and entertainment company in wrongful discharge, defamation and civil rights violations suit. Resulted in a confidential settlement.
- Represented cable television company in arbitration regarding various wrongful discharge claims by high level executive. Resulted in a confidential settlement.
- Represented New York State public authority in numerous sexual harassment claims by employees against co-workers.

XI. Civic & Municipal Liability

The Firm and its attorneys are experienced and successful in defending claims brought against local and State agencies, authorities and municipalities. The Firm's attorneys have experience defending against claims for constitutional and civil rights violations in the State and Federal Courts of New York State. Through cooperation and coordination with our clients, the Firm has achieved success in defending these claims.

A. Verdicts & Settlements

- Represented County in claim for State and Federal constitutional violations and state tort claims in wrongful death action arising from the County's use of deadly force. Achieved settlement before motion for summary judgment was decided.
- Represent County in defending claims alleging civil rights violations under the Federal and State Constitutions, violations of Federal and State statutory and common law, malicious prosecution, false imprisonment, wrongful death, assault and negligence.

B. Appeals

- Represented County in multimillion dollar contract dispute with State agency on bond and loan repayment.
- Represented New York State Senate in Court of Appeals challenge of New York State Constitution's speech and debate clause.

XII. Church, Cemetery, Not-for-Profit & Synagogue Liability

The Firm understands the unique nature of the various religious organizations that exist throughout New York State, and its attorneys are experienced and well-versed in the First Amendment and the New York State Religious Corporations Law which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulated the denominations properties and employees and exercise self-determination. In addition, the Firm is experienced in representing not-for-profit organizations and the New York State Not-for-Profit Corporations Law.

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A. Dismissals

- Achieved dismissal of claim by atheist organization against the church and church official involving the display of the World Trade Center steel beams in the form of a cross at the World Trade Center Memorial Museum.
- Successfully represented and achieved dismissals for Jewish and Catholic cemeteries in negligent burial claims by surviving family members.
- Successfully represented Union's board members in a dispute involving the creation of a not-for-profit foundation.
- Achieved dismissal on summary judgment on behalf of funeral home against claims for emotional distress and common law tampering with dead bodies through skillful narrowing of claims through a bill of particulars.
- Successfully defeated motion for class certification and achieved dismissal of RICO claims against funeral home for alleged co-mingling of ashes in cremation cases.

B. Appeals

- Successfully defeated plaintiffs' successive appeals to the New York State Appellate Division and Court of Appeals regarding the Archdiocese's interpretation of the New York State Religious Corporations Law and a Church's ability for self-determination.
- Achieved affirmance of the order dismissing the appellants' Article 78 petition. Successfully argued that the appellants were properly removed from their positions as directors, officers and/or members of the charitable fund and that the appellants lacked standing to commence the Article 78 proceeding on behalf of the charitable fund.

XIII. Toxic Torts

The Firm has experience with the ever-changing regulations regarding toxic torts arising from the use and continued exposure to asbestos, lead paint, and mold. The Firm has successfully defended against claims for personal and psychological injuries resulting from exposure to these substances through the use of expert medical and liability testimony by leaders in the field.

- Represented internationally known chain of private clubs in mold exposure case brought by internationally known design firm as a result of mold caused by club's spa facility.
- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

- Handling of multiple lead paint claims resulting in settlements far below local norms based on aggressive expert retention, investigation, and determination and impleader of prior tortfeasors.

XIV. Auto Dealership Liability

The Firm has represented an internationally known auto dealership in all manner of tort and contract litigation including, but not limited to, repair, service and installation liability, showroom liability, fraudulent sale and resale of vehicles, and premises liability.

- Achieved dismissal of breach of contract claim against regional luxury car dealership based on allegation of failure to deliver a vehicle. Successfully counterclaimed and obtained a judgment against the plaintiff lessee for breach of contract and fraud involving the exporting of our client's vehicles in violation of the sale contract terms to lease vehicles solely within the United States.
- Represent dealership in multi-plaintiff personal injury litigation resulting when an co-defendant drove a vehicle that had sold and serviced by the dealership, into the first floor of a building that was hosting a holiday party. The co-defendant ran over approximately 20 people in that building.

XV. Corporate Liability

The Firm represents various corporate clients in regulatory matters.

- Represented international hotel chain in Attorney General claims for profiteering on room rates during the time of a national emergency.
- Represented a products manufacturer with various Attorney Generals on claims involving trailer heater fires.

The foregoing is just a sampling of the types of matters that the Firm has handled over its sixty year history. It is our goal to provide the highest level of legal expertise, accessibility, and responsiveness in litigation, trial, arbitration or mediation of claims.

Because the Firm has been intimately involved in the defense of tort claims for such a long period of time, we have excellent relationships with the pre-eminent experts in these fields, as well as private investigators who are retired from various police agencies throughout the state. This would include, *inter alia*, some of the pre-eminent experts in accident re-construction, fire safety, playground safety, retail liability, work-site safety, engineering, walkway safety, bio-mechanical engineering, vocational rehabilitation, life care planning, and economics.

After your review and analysis of this correspondence, we would welcome the opportunity to meet in person to discuss our Firm's ability and interest in representing you.

In closing, I thank you for your kind courtesy and consideration of our law firm.

Very truly yours,

Peter James Johnson, Jr.

NASSAU CO. ATTORNEY

2018 APR 22 PM 10:24

RULES RESOLUTION NO. – 2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND LEAHEY & JOHNSON, P.C.

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Leahey & Johnson, P.C., 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 Leahey & Johnson, P.C.

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) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000033 between the County and Counsel, executed on behalf of the County on March 25, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE, in his individual and official capacity, CHIEF OF DETECTIVES JOHN CAPECE, in his individual and official capacity, SERGEANT SAL MISTRETTA, in his individual and official capacity, GARY MELIUS, POLICE OFFICERS "JOHN DOE 1-10", in their individual and official capacities, NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20", in their individual and official capacities, and ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30", Docket No. CV-14-4722, and ANTOINE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE COMMISSIONER LAWRENCE MULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CODIGNOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNECKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH ROGICH AND JOHN DOE POLICE OFFICER, Index No. 11-CV-0934 (SJF) (AKT), 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 25, 2014 until completion of Services (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed the reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Three Hundred Thousand Dollars (\$300,000.00) (the "Maximum Amount"); and

WHEREAS, the County is involved in litigation known as MOROUGHAN v. THE COUNTY OF SUFFOLK et al, Index No. 2:12-CV-00512 (JFB) (AKT); and

WHEREAS, the County and Counsel desire to amend the Services and increase the Maximum Amount.

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 represent the County of Nassau, Nassau County Police Department ("NCPD"), NCPD Officer Edward Bienz, NCPD Inspector Edmund Horice, NCPD Commanding Officer Daniel Flanagan, John Martins, NCPD Sergeant Timothy Marinaci, and NCPD Detective/Sergeant John DeMartinis in the matter MOROUGHAN v. THE COUNTY OF SUFFOLK et al, Index No. 2:12-CV-00512 (JFB) (AKT).

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Fifty Thousand Dollars (\$750,000.00) (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 One Million Fifty Thousand Dollars (\$1,050,000.00) (the "Amended Maximum Amount").

3. 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 Three Hundred Fifty Thousand Dollars (\$350,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend of increasing activity over time.

4. The fourth part of the document discusses the implications of the findings. It suggests that the results have significant implications for the field of study and may lead to further research in this area.

5. The fifth part of the document concludes the study. It summarizes the key findings and provides a final statement on the importance of the research.

6. The sixth part of the document provides a list of references. It includes a comprehensive list of all the sources used in the study, including books, articles, and other documents.

7. The seventh part of the document provides a list of appendices. It includes a detailed list of all the supplementary materials that are included in the document, such as raw data, additional tables, and figures.

8. The eighth part of the document provides a list of footnotes. It includes a detailed list of all the footnotes that are included in the document, providing additional information and clarification on the main text.

9. The ninth part of the document provides a list of acknowledgments. It includes a detailed list of all the individuals and organizations that have provided support and assistance during the course of the study.

10. The tenth part of the document provides a list of contact information. It includes a detailed list of all the contact information for the authors and other relevant parties, including email addresses and phone numbers.

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

LEAHEY & JOHNSON, P.C.

By: [Signature]
Name: Bernard Johnson
Title: President
Date: March 21, 2016

NASSAU COUNTY

By: [Signature]
Name: Carnell Foskey
Title: County Attorney
Date: 4/7/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 21st day of MARCH in the year 2016 before me personally came Robert James Johnson, Jr. to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Leahy Mc Johnson, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

St. Martin
STEVEN MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 2018

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

On the 17th day of April 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.

NOTARY PUBLIC



Contract ID#: CQAT14000033



Certified Contract
Received on 04/09/2015
Department: County Attorney *LA*

E-05-15
SERVICES: Special Counsel

Contract Details

NIFS ID #: CQAT14000033 NIFS Entry Date: 11/17/2014 Term: August 25, 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 <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

Agency Information

Vendor		County Department	
Name Leahey & Johnson, P.C.	Vendor ID# 132943775	Department Contact Daniel Gregware	
Address 120 Wall Street New York, New York 10005	Contact Person Peter James Johnson Jr.	Address One West Street Mineola, New York 11501	
	Phone (212) 269-7308	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"/>	2/9/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/15/14	County Attorney	CA RE&I Verification <input type="checkbox"/>	12/16/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	12/16/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	12/22/14	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	1/15/2015	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/3/15	<i>[Signature]</i>	3/2/15
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	12/30/14	<i>[Signature]</i>	



Contract Summary

Description: Original Agreement.
Purpose: This is a new outside counsel contract to represent former Nassau County Commissioner of Police Thomas Dale in the matter <u>RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE</u> , in his individual and official capacity, <u>CHIEF OF DETECTIVES JOHN CAPECE</u> , in his individual and official capacity, <u>SERGEANT SAL MISTRETTA</u> , in his individual and official capacity, <u>GARY MELIUS</u> , <u>POLICE OFFICERS "JOHN DOE 1-10"</u> , in their individual and official capacities, <u>NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20"</u> , in their individual and official capacities, and <u>ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30"</u> , Docket No. CV-14-4722; and representing all named defendants in the matter <u>ANTOINE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE COMMISSIONER LAWRENCE MULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CODIGNOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNECKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH ROGICH AND JOHN DOE POLICE OFFICER</u> , Docket No. 11-CV-0934 (SJF)(AKT). The Taylor case is being assigned to outside counsel because of the complexity and large amount of resources needed to devote to the case.
Method of Procurement: A Request for Qualification was issued and a panel of law firms/lawyers was established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.
Procurement History: New contract. The firm has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$300,000.00 max amount, but only \$50,000.00 initial encumbrance as per the attached contract.
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:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$50,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$50,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$50,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$50,000.00

RENEWAL	
% Increase	
% Decrease	

 Document Prepared
By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS. Name: <u>Michael S Chen</u> Date: <u>3/6/2015</u>		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <u>[Signature]</u> Date: <u>3/3/15</u>		County Executive Approval Name: <u>[Signature]</u> Date: <u>12/30/2014</u> (For Office Use Only) E #: _____	
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F-05-15

RULES RESOLUTION NO. 8 - 2015

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND LEAHEY & JOHNSON, P.C.

by the Rules Committee
Nassau County Legislature
Dated 1-12-15
ayes 0 nays 0 abstained 0 recessed 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed a special
counsel agreement with Leahey & Johnson, P.C., 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 Leahey &
Johnson, P.C.

RULES RESOLUTION NO. -- 2015

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE NASSAU COUNTY
ATTORNEY AND LEAHEY & JOHNSON, P.C.

WHEREAS, the Nassau County Attorney has executed a special counsel agreement with Leahey & Johnson, P.C., 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 Leahey & Johnson, P.C.

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: Leahey & Johnson, P.C. (CQAT14000033)

CONTRACTOR ADDRESS: 120 Wall Street, New York, New York 10005

FEDERAL TAX ID #: 132943775

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. 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. A Request for Qualification was issued and a panel of law firms/lawyers was established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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.

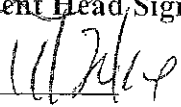
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

Ownership Disclosure Statement

Peter James Johnson Jr.

Owner/ Member

120 Wall Street, Suite 2220

New York, NY 10005

(212) 269-7308

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) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, the County is involved in litigations known as RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE, in his individual and official capacity, CHIEF OF DETECTIVES JOHN CAPECE, in his individual and official capacity, SERGEANT SAL MISTRETTA, in his individual and official capacity, GARY MELIUS, POLICE OFFICERS "JOHN DOE 1-10", in their individual and official capacities, NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20", in their individual and official capacities, and ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30", Docket No. CV-14-4722, and ANTOINE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE COMMISSIONER LAWRENCE MULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CODIGNOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNECKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH ROGICH AND JOHN DOE POLICE OFFICER, Index No. 11-CV-0934 (SJF)(AKT); 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 25, 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 former Nassau County Commissioner of Police Thomas Dale in the matter RANDY A. HOSKINS a.k.a. RANDY A. WHITE v. COUNTY OF NASSAU, NASSAU COUNTY POLICE DEPARTMENT, COMMISSIONER OF POLICE THOMAS DALE, in his individual and official capacity, CHIEF OF DETECTIVES JOHN CAPECE, in his individual and official capacity, SERGEANT SAL MISTRETTA, in his individual and official capacity, GARY MELIUS, POLICE OFFICERS "JOHN DOE 1-10", in their individual and official capacities, NASSAU COUNTY SHERIFF'S DEPARTMENT CORRECTIONS OFFICERS "JOHN DOE 11-20", in their individual and official capacities, and ELECTED AND APPOINTED OFFICIALS "JOHN DOE 21-30", Docket No. CV-14-4722, and representing all named defendants in the matter ANTOINE TAYLOR v. NASSAU COUNTY, THE NASSAU COUNTY POLICE DEPARTMENT, NASSAU COUNTY POLICE

COMMISSIONER LAWRENCE MULVEY, FIRST DEPUTY COMMISSIONER ROBERT MCGUIGAN, SECOND DEPUTY COMMISSIONER WILLIAM FLANAGAN, ASSISTANT COMMISSIONER DAVID MACK, ASSISTANT COMMISSIONER ROBERT CODIGNOTTO, CHIEF OF THE DEPARTMENT STEVEN SKRYNECKI, CHIEF OF PATROL JOHN HUNTER, JOHN DOES COMMISSIONERS AND SUPERVISORS, POLICE OFFICER KEITH ROGICH AND JOHN DOE POLICE OFFICER, Docket No. 11-CV-0934 (SJF)(AKT) ("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.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

- | | |
|----------------------------|----------|
| (i) Partner: | \$235.00 |
| (ii) Associate: | \$235.00 |
| (iii) Paralegal/Law Clerk: | \$85.00 |

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

(b) Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Fifty Thousand Dollars (\$50,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

(e) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation

services and other legitimate expenses. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements or any expense or disbursement not listed in this paragraph.

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

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

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

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

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

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

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

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

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

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

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by

the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

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

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

14. Accounting Procedures; Records. 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 or such other standard accounting principles that are acceptable within the industry 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.

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit,

appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

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

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

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

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

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

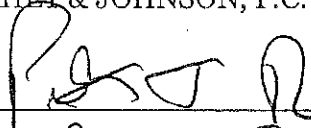
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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.

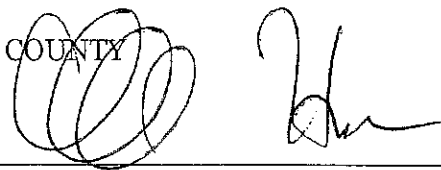
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

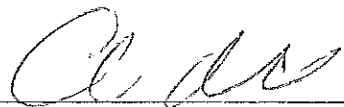
LEAHEY & JOHNSON, P.C.

By: 
Name: Peter J. Johnson
Title: President
Date: Nov 11, 2014

NASSAU COUNTY

By: 
Name: Carnell Foskey
Title: County Attorney
Date: 11/24/14

NASSAU COUNTY

By: 
Name: Charles Reboredo
Title: County Executive
☒ Deputy County Executive
Date: 3/25/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 11 day of NOVEMBER in the year 2014 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.

Amey Z.
NOTARY PUBLIC

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of November 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 the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

[Signature]
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089354
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

1521

COUNTY OF NASSAU)

On the 25 day of March in the year 2015 before me personally came Charles R. Band to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COMMITTEE A. FERRARI
Notary Public, State of New York
No. 01743672023
Qualified in Nassau County
Commission Expires April 23, 2022

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.

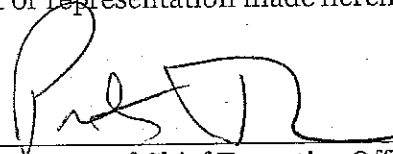
As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

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

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

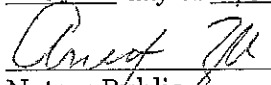
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

NOV 11, 2014
Dated


Signature of Chief Executive Officer

PETER J. JOHNSON
Name of Chief Executive Officer

Sworn to before me this

11 day of NOVEMBER, 2014.

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01216209072
Qualified in New York County
My Commission Expires July 13, 2017