



E-220-16

Contract Details

SERVICES: Special counsel

NIFS ID #: CLAT16000031

NIFS Entry Date: 09/19/2016

Term: 03/13/2014-03/12/2017

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment #1 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>

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 Jackson Lewis P.C.	Vendor ID# 463862389
Address 58 South Service Road, Suite 250 Melville, New York 11747	Contact Person Marc Wenger, Esq.
	Phone (631) 247-0404

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
9/19/16	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		Lisa LoCuto	
9/19/16	OMB	NIFS Approval <input checked="" type="checkbox"/>	9/19/16	Marc Wenger	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	9/19/16	Jaclyn Delle	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	9/19/16	Jaclyn Delle	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	9/19/16	Earl...	

RECEIVED
CLERK OF SUPERIOR COURT
ALBANY, NY 12212



Contract Summary

Description: Amendment #1 to special counsel contract.

Purpose: Amendment to a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law. The amendment extends the contract for two years, and increases the maximum amount by \$25,000.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: \$25,000 max increase, but no encumbrance at this time.

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	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$0.01

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

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: 9/19/16
Date:	Date:	(for Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor: Jackson Lewis P.C. (CLAT16000031)

2. Dollar amount requiring NIFA approval: \$ 25,000.00

Amount to be encumbered: \$ 0.01

This is a New Contract Advisement Amendment

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

3. Contract Term: 03/13/2014-03/12/2017

Has work or services on this contract commenced? Yes No

If yes, please explain: Due to time sensitivity contractor may commence while awaiting approval.

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 a contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983, Labor and Employment Law, and Municipal Law. The amendment extends the contract for two years, and increases the maximum amount by \$25,000.

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:

[Empty box for date and citation]

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLAT16000015 (CQAT11000029 02), max increase \$750,000, encumbered \$250,000 on 6/27/16;
CLAT16000013 (CQAT14000012), max increase \$50,000, encumbered \$50,000 on 6/27/16.

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JACKSON LEWIS P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Jackson Lewis P.C. to provide legal services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Jackson Lewis 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: Jackson Lewis P.C. (CLAT16000031)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 250, Melville, New York 11747

FEDERAL TAX ID #: 463862389

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.

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

The contract was originally executed by Nassau County on June 6, 2014. 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 was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted. Additionally, Jackson Lewis P.C. has previously contracted with the County.

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

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

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

- A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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

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

9/19/16

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

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.

Vendor: Jackson Lewis P.C.
Signed: Marc S. Wenger
Print Name: Marc S. Wenger
Title: Principal

Dated: 4/7/16

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Marc S. Wenger
Date of birth 12/31/64
Home address 167 16th Ave.
City/state/zip Sea Cliff, NY 11579
Business address 58 S. Service Rd.
City/state/zip Melville, NY 11747
Telephone (631) 247-0404
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 ___/___/___ Treasurer ___/___/___
Chairman of Board ___/___/___ Shareholder ___/___/___
Chief Exec. Officer ___/___/___ Secretary ___/___/___
Chief Financial Officer ___/___/___ Partner 11/11/99 *now known as Principal*
Vice President ___/___/___
(Other) _____

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency? YES ___ NO If Yes, provide details for each such instance.
 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO If Yes, provide details for each such instance.
 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO If Yes, provide details for each such instance.
 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO 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.) *No.*

- Is there any felony charge pending against you? YES ___ NO If Yes, provide details for each such charge.
- Is there any misdemeanor charge pending against you? YES ___ NO If Yes, provide details for each such charge.
- Is there any administrative charge pending against you? YES ___ NO If Yes, provide details for each such charge.
- In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO 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? YES ___ NO 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? YES ___ NO 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? YES ___ NO 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? YES ___ NO 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? YES ___ NO 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? YES ___ NO 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Marc S. Wenger, 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 16th day of September 2016

Paulette Di Marco
Notary Public

PAULETTE DI MARCO
Notary Public, State of New York
No. 01DM4910900
Qualified in Suffolk County
Commission Expires Nov. 02, 2017

Jackson Lawns P.C.
Name of submitting business

Marc S. Wenger
Print name

Marc S. Wenger
Signature

Principal
Title

9, 16, 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

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

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

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

Date: April 7, 2016

1) Proposer's Legal Name: Jackson Lewis P.C.

2) Address of Place of Business: 58 South Service Road, Melville, NY 11747

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 631-247-0404

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 072809924

5) Federal I.D. Number: 46-3862389

6) The 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 X If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No X 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? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or
regulatory provisions? Yes ___ No X If Yes, provide details for each such
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? Yes ___ No X; If Yes, provide details for
each such instance. _____
We are unaware of any member of the firm being publicly disciplined by any State Bar.

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

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

17) Conflict of Interest:

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

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

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

(iii) Any other matter that your firm believes may create a conflict of interest or
the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the
County that a conflict of interest would not exist for your firm in the future.
Conflict inquiries are required of all Engagement/Matters - whether new or existing client,
and whether opposed or unopposed.

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; April 1, 1958
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached.
 - iii) Name, address and position of all officers and directors of the company; See attached.
 - iv) State of incorporation (If applicable);
 - v) The number of employees in the firm; 1,560 (as of 04/01/16)
 - vi) Annual revenue of firm; 407,162,000
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 58 years
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Brookhaven Science Associates, LLC

Contact Person Anne Troutman, Esq.

Address _____

City/State Upton, New York 11973-5000

Telephone (631) 344-8629

Fax # _____

E-Mail Address troutman@bnl.gov



Company Sabin, Bermant & Gould LLP
Contact Person Eric L. Adler, Esq.
Address One World Trade Center, 44th Floor
City/State New York, New York 10007-2915
Telephone (212) 381-7125
Fax # (212) 381-7201
E-Mail Address eadler@sabinfirm.com

Company Village of Rockville Centre
Contact Person Fran Murray
Address 1 College Place, P.O. Box 950
City/State Rockville Centre, New York 11570
Telephone (516) 678-9264
Fax # _____
E-Mail Address fxmurray@rvcny.us

CERTIFICATION

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

I, Marc S. Wenger, 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 7th day of April 2016

Patricia J. Russolese
Notary Public

PATRICIA J. RUSSOLESE
Notary Public, State Of New York
No. 01AM4898520
Qualified in Nassau County
Commission Expires June 15, 20

19

Name of submitting business: Jackson Lewis P.C.

By: Marc S. Wenger

Print name

Marc S. Wenger
Signature

Principal

Title

4, 7, 16
Date

Addendum to page 4, A. vii

Jackson Lewis P.C. is comprised of over 700 attorneys practicing exclusively in the area of labor and employment law on behalf of management. We have recognized industry leaders in every aspect of the field of labor and employment law. Our Melville, New York office, with approximately 34 attorneys, is undoubtedly the largest collection of labor and employment law attorneys in Long Island, with years of personal experience combined with the resources of one of the largest firms in the country. Marc S. Wenger, the lead attorney for our work for the County, is the Litigation Manager for the Long Island office. He has practiced management-side labor and employment law for over 29 years. Mr. Wenger has represented the County in labor and employment law matters since 2010 and, among other matters, has led the successful defense of the County in the wage freeze litigation and numerous employment discrimination cases, in addition to coordinating our advice and counsel in a variety of other specialized areas.

Nassau County - Answer to Question Aii		
Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
1 Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2 Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3 Adler-Paindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4 Allen, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5 Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6 Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7 Amiot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8 Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9 Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10 Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11 Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12 Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13 Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14 Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15 Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16 Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17 Baderian, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18 Baken, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19 Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20 Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21 Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22 Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23 Bertoncini, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24 Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25 Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26 Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27 Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28 Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
29 Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30 Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31 Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32 Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33 Briton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34 Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35 Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36 Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37 Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38 Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39 Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
40 Carozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41 Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42 Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43 Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44 Chavey, Victoria Woodin	90 State House Square, 8th Floor	Hartford, CT 06103
45 Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
46 Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47 Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48 Christensen, Deverie J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49 Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50 Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51 Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960

Nassau County - Answer to Question Aii			
Jackson Lewis P.C.			
Equity Principals			
as of 04/07/2016			
Name	Address	City, State & Zip	
52	Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53	Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtian, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrio, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
70	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
71	Farber, Mia	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
72	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
73	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
74	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
75	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
76	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
77	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
78	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
79	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
80	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
81	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
83	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
84	Gittler, Amy J.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
85	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
86	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
87	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
88	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
89	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
90	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
91	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
92	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
93	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
94	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
95	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
97	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
99	Hoiles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
100	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
101	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
102	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660

Nassau County - Answer to Question Aii		
	Jackson Lewis P.C.	
	Equity Principals	
	as of 04/07/2016	
Name	Address	City, State & Zip
103	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl Morristown, NJ 07960
104	Jacobster, Michael D.	666 3rd Avenue, 29th Floor New York, NY 10017
105	Janeiro, Gina K.	Capella Tower, 225 S. 6Th Street, Suite 3850 Minneapolis, MN 55402
106	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260 Albuquerque, NM 87110
107	Jatana, Nicky	725 So. Figueroa Street, Suite 2500 Los Angeles, CA 90017
108	Jeffrey, Edward V.	44 South Broadway, 14th Floor White Plains, NY 10601
109	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650 Southfield, MI 48075
110	Jimenez, David R.	90 State House Square, 8th Floor Hartford, CT 06103
111	Johnsrud, Barry Alan	520 Pike Street, Suite 2300 Seattle, WA 98101
112	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060 Phoenix, AZ 85016
113	Kaplan, Roger S.	58 South Service Road, Suite 250 Melville, NY 11747
114	Kazaglis, Ted N.	3737 Glenwood Avenue Raleigh, NC 27612
115	Kee, Conrad S.	215 South State Street, Suite 760 Salt Lake City, UT 84101
116	Keiper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd Cleveland, OH 44131
117	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500 Los Angeles, CA 90017
118	Kelly, Paul V.	75 Park Plaza, 4th Floor Boston, MA 02116
119	Kerman, David J.	75 Park Plaza, 4th Floor Boston, MA 02116
120	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500 Chicago, IL 60601
121	Kirmani, Samia M.	75 Park Plaza, 4th Floor Boston, MA 02116
122	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000 Atlanta, GA 30309
123	Kozak, Jonathan M.	44 South Broadway, 14th Floor White Plains, NY 10601
124	Landau, Richard D.	44 South Broadway, 14th Floor White Plains, NY 10601
125	Lashus, Kevin	816 Congress Avenue, Suite 1530 Austin, TX 78701
126	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300 Reston, VA 20191
127	Lauderdale, D. Christopher	15 S. Main Street, Suite 700 Greenville, SC 29601
128	Lauri, Kevin G.	666 3rd Avenue, 29th Floor New York, NY 10017
129	Lazarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl Morristown, NJ 07960
130	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600 Denver, CO 80202
131	Lewis, Stephanie E.	15 S. Main Street, Suite 700 Greenville, SC 29601
132	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500 Los Angeles, CA 90017
133	Lieberman, Penny Ann	44 South Broadway, 14th Floor White Plains, NY 10601
134	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600 St. Louis, MO 63105
135	Lucas, Thomas M.	500 E. Main Street, Suite 800 Norfolk, VA 23510
136	Lynett, Joseph J.	44 South Broadway, 14th Floor White Plains, NY 10601
137	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500 Los Angeles, CA 90017
138	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000 Atlanta, GA 30309
139	Mancher, Mark S.	58 South Service Road, Suite 250 Melville, NY 11747
140	Manning, William J.	44 South Broadway, 14th Floor White Plains, NY 10601
141	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500 Los Angeles, CA 90017
142	Margulies, Richard N.	501 Riverside Avenue, Suite 902 Jacksonville, FL 32202
143	Martin, Joseph M.	44 South Broadway, 14th Floor White Plains, NY 10601
144	McAlpine, Fraser A.	50 California Street, 9th Floor San Francisco, CA 94111
145	McDonough, Thomas P.	44 South Broadway, 14th Floor White Plains, NY 10601
146	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500 Chicago, IL 60601
147	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200 Baltimore, MD 21209
148	McKenna, James A.	150 North Michigan Avenue, Suite 2500 Chicago, IL 60601
149	Melk, Wendy J.	666 3rd Avenue, 29th Floor New York, NY 10017
150	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl Cincinnati, OH 45202
151	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500 Chicago, IL 60601
152	Morsilli, Robert H.	75 Park Plaza, 4th Floor Boston, MA 02116
153	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor New York, NY 10017

Nassau County - Answer to Question Aii			
	Jackson Lewis P.C.		
	Equity Principals		
	as of 04/07/2016		
	Name	Address	City, State & Zip
154	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
156	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
157	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
158	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
159	Napier-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
160	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
161	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
162	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
163	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
164	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
165	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
166	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
167	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
168	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
169	Paindiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
170	Palmer, Cary G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
171	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
172	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
173	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
174	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
175	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
176	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
177	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
178	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
179	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
180	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
181	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
182	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
183	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
184	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
185	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
186	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
187	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
188	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
189	Rosen, Philip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
190	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
191	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
192	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
193	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
194	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
195	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
196	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
197	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
198	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
199	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
200	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
201	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
202	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
203	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
204	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660

Nassau County - Answer to Question Aii		
Jackson Lewis P.C.		
Equity Principals		
as of 04/07/2016		
Name	Address	City, State & Zip
205 Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
206 Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
207 Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
208 Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
209 Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
210 Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
211 Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017
212 Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
213 Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
214 Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
215 Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
216 Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
217 Stone, Lawrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
218 Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
219 Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
220 Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
221 Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
222 Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
223 Toppel, Jeffrey W.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
224 Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
225 Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
226 Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
227 Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
228 Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
229 Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
230 Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
231 Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
232 Waish, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
233 Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
234 Weisbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
235 Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
236 Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
237 White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
238 Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
239 Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
240 Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
241 Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
242 Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
243 Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
244 Youchah, Elayna J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169

COUNTY OF NASSAU

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

1. Name of the Entity: Jackson Lewis P.C.
Address: 58 South Service Road, Suite 250
City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 46-3862389

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

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

See attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See above.

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.

N/A

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

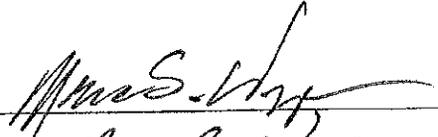
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 3/10/10

Signed: 

Print Name: Marc S. Wenger

Title: Principal

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

Equity Principals - Jackson Lewis P.C. as of 03/09/2016		
Name	Address	City, State & Zip
1 Abel, Ashley B.	15 S. Main Street, Suite 700	Greenville, SC 29601
2 Abrahams, Nadine C.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
3 Adler-Palindiris, Stephanie L.	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
4 Alien, David S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
5 Alvarez, Francis P.	44 South Broadway, 14th Floor	White Plains, NY 10601
6 Alvarez, Gregory T.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
7 Amlot, Brooks R.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
8 Anders, Brett M.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
9 Anthony, William J.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
10 Antone, Christopher C.	500 N. Akrad, Suite 2500	Dallas, TX 75201
11 Arencibia, Nancy J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
12 Aron, Martin W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
13 Askanas, Mark S.	50 California Street, 9th Floor	San Francisco, CA 94111
14 Atlas, Clifford R.	666 3rd Avenue, 29th Floor	New York, NY 10017
15 Attwood, Mark R.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
16 Aversa, Robyn L.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
17 Baderlan, Steven D.	44 South Broadway, 14th Floor	White Plains, NY 10601
18 Baker, Scott T.	44 South Broadway, 14th Floor	White Plains, NY 10601
19 Baker, Tammy L.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
20 Bauer, Lori D.	666 3rd Avenue, 29th Floor	New York, NY 10017
21 Bennett, John K.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
22 Berens, Kelvin C.	10050 Regency Circle	Omaha, NE 68114
23 Bertocchi, Michael R.	75 Park Plaza, 4th Floor	Boston, MA 02116
24 Block, David E.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
25 Bloom, Howard M.	75 Park Plaza, 4th Floor	Boston, MA 02116
26 Bogaty, Ian B.	58 South Service Road, Suite 250	Melville, NY 11747
27 Boomer, Mitchell F.	50 California Street, 9th Floor	San Francisco, CA 94111
28 Borna, Emily S.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
29 Botana, James F.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
30 Bovee, Tanya A.	90 State House Square, 8th Floor	Hartford, CT 06103
31 Bradshaw, David S.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
32 Brecher, Jeffrey W.	58 South Service Road, Suite 250	Melville, NY 11747
33 Briton, Roger H.	58 South Service Road, Suite 250	Melville, NY 11747
34 Brody, Jeffrey S.	75 Park Plaza, 4th Floor	Boston, MA 02116
35 Brown, Tyler A.	50 California Street, 9th Floor	San Francisco, CA 94111
36 Bryan, Jared L.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
37 Bulmer, Peter R.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
38 Camardella, Matthew J.	58 South Service Road, Suite 250	Melville, NY 11747
39 Capobianco, Robert W.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
40 Carlozzi, Linda R.	666 3rd Avenue, 29th Floor	New York, NY 10017
41 Carroll, Scott A.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
42 Carter, James P.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
43 Cerasano, Stephanie M.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
44 Chavey, Victoria Woodlin	90 State House Square, 8th Floor	Hartford, CT 06103
45 Cherof, Edward M.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
46 Chin, K. Joy	58 South Service Road, Suite 250	Melville, NY 11747
47 Christensen, Brian	7101 College Blvd., Suite 1150	Overland Park, KS 66211
48 Christensen, Deverle J.	3800 Howard Huges Pkwy, Suite 600	Las Vegas, NV 89169
49 Christian, Michael J.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
50 Cini, Holly L.	90 State House Square, 8th Floor	Hartford, CT 06103
51 Cino, Richard J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
52 Cino, Vincent A.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
53 Cohen, Richard S.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
54	Cooper, Michael R.	666 3rd Avenue, 29th Floor	New York, NY 10017
55	Corcoran, Susan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
56	Corpuz, Victor N.	500 N. Akrad, Suite 2500	Dallas, TX 75201
57	Corradino, Jeffrey J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
58	Courtlan, Jennifer B.	666 3rd Avenue, 29th Floor	New York, NY 10017
59	Davis, Thomas A.	First Commercial Bank Bldg, 800 Shades Creek Parkway, Suite 870	Birmingham, AL 35209
60	Davis, William L.	500 N. Akrad, Suite 2500	Dallas, TX 75201
61	de Bernardo, Mark A.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
62	DeBlasio, Joseph C.	766 Shrewsbury Avenue	Tinton Falls, NJ 07724
63	DeCamp, Paul	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
64	DiOrto, Anthony J.	44 South Broadway, 14th Floor	White Plains, NY 10601
65	Dishman, Neil H.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
66	Diulus-Myers, A. Patricia	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
67	Dodge, Garen E.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
68	Drenan, Michael D.	225 Broadway, Suite 2000	San Diego, CA 92101
69	Duddleston, David J.	Capella Tower, 225 S. 6th Street, Suite 3850	Minneapolis, MN 55402
70	Egan, Patrick L.	75 Park Plaza, 4th Floor	Boston, MA 02116
71	Ekelman, Felice B.	666 3rd Avenue, 29th Floor	New York, NY 10017
72	Farber, Mla	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
73	Felsberg, Eric J.	58 South Service Road, Suite 250	Melville, NY 11747
74	Filla, Cynthia L.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
75	Fischer, A. Robert	816 Congress Avenue, Suite 1530	Austin, TX 78701
76	Ford, Debra Weiss	100 International Drive, Ste 363	Portsmouth, NH 03801
77	Forment, Pedro P.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
78	Fossati, Yvonne Arvanitis	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
79	Friedland, Allan S.	90 State House Square, 8th Floor	Hartford, CT 06103
80	Fu, Minnie	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
81	Garofalo, Beverly W.	90 State House Square, 8th Floor	Hartford, CT 06103
82	Gibbons, Thomas R.	90 State House Square, 8th Floor	Hartford, CT 06103
83	Gilson, Roger P., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
84	Girshon, Todd H.	666 3rd Avenue, 29th Floor	New York, NY 10017
85	Gittler, Amy J.	Billmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
86	Golder, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
87	Goldstein, Brian P.	18 Corporate Woods Boulevard, 3rd Floor	Albany, NY 12211
88	Goodman, Steven S.	58 South Service Road, Suite 250	Melville, NY 11747
89	Gordon, David L.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
90	Greenberg, Richard I.	666 3rd Avenue, 29th Floor	New York, NY 10017
91	Griffin, Michael A.	520 Pike Street, Suite 2300	Seattle, WA 98101
92	Hafets, Richard J.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
93	Hammock, Bradford T.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
94	Hanagan, Sean G.	44 South Broadway, 14th Floor	White Plains, NY 10601
95	Hartsfield, Dan	500 N. Akrad, Suite 2500	Dallas, TX 75201
96	Hash, Paul E.	500 N. Akrad, Suite 2500	Dallas, TX 75201
97	Heiferman, Robert	44 South Broadway, 14th Floor	White Plains, NY 10601
98	Hekle, Michael R.	44 South Broadway, 14th Floor	White Plains, NY 10601
99	Hoffman, Samantha N.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
100	Holles, David G., Jr.	225 Broadway, Suite 2000	San Diego, CA 92101
101	Holden, Kevin D.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219
102	Holland, Patricia L.	3737 Glenwood Avenue	Raleigh, NC 27612
103	Hood, Michael A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
104	Islinger, David G.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
105	Jacobster, Michael D.	666 3rd Avenue, 29th Floor	New York, NY 10017
106	Janelro, Glna K.	Capella Tower, 225 S. 6th Street, Suite 3850	Minneapolis, MN 55402

Equity Principals - Jackson Lewis P.C. as of 03/09/2016			
	Name	Address	City, State & Zip
107	Jarrett, Danny W.	4300 San Mateo Blvd NE, Suite B-260	Albuquerque, NM 87110
108	Jatana, Nicky	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
109	Jeffrey, Edward V.	44 South Broadway, 14th Floor	White Plains, NY 10601
110	Jenkins, Maurice G.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
111	Jimenez, David R.	90 State House Square, 8th Floor	Hartford, CT 06103
112	Johnsrud, Barry Alan	520 Pike Street, Suite 2300	Seattle, WA 98101
113	Jones, Robert K.	Biltmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
114	Kaplan, Roger S.	58 South Service Road, Suite 250	Melville, NY 11747
115	Kazaglis, Ted N.	3737 Glenwood Avenue	Raleigh, NC 27612
116	Kee, Conrad S.	222 South Main Street, Suite 500	Salt Lake City, UT 84101
117	Kelper, Jeffrey B.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
118	Kelly, Joel P.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
119	Kelly, Paul V.	75 Park Plaza, 4th Floor	Boston, MA 02116
120	Kerman, David J.	75 Park Plaza, 4th Floor	Boston, MA 02116
121	Khetarpal, Monica Hersh	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
122	Kirmanli, Samia M.	75 Park Plaza, 4th Floor	Boston, MA 02116
123	Kohler, Dion Y.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
124	Kozak, Jonathan M.	44 South Broadway, 14th Floor	White Plains, NY 10601
125	Landau, Richard D.	44 South Broadway, 14th Floor	White Plains, NY 10601
126	Lashus, Kevin	816 Congress Avenue, Suite 1530	Austin, TX 78701
127	Latham, Weldon H.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
128	Lauderdale, D. Christopher	15 S. Main Street, Suite 700	Greenville, SC 29601
129	Lauri, Kevin G.	666 3rd Avenue, 29th Floor	New York, NY 10017
130	Lazzarotti, Joseph J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
131	Lessmann, Ryan P.	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
132	Lewis, Stephanie E.	15 S. Main Street, Suite 700	Greenville, SC 29601
133	Liberatore, Frank M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
134	Lieberman, Penny Ann	44 South Broadway, 14th Floor	White Plains, NY 10601
135	Liss, Jessica L.	7733 Forsyth Blvd., Suite 600	St. Louis, MO 63105
136	Lucas, Thomas M.	500 E. Main Street, Suite 800	Norfolk, VA 23510
137	Lynett, Joseph J.	44 South Broadway, 14th Floor	White Plains, NY 10601
138	Mackey, Thomas G.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
139	Magnus, Eric R.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
140	Mancher, Mark S.	58 South Service Road, Suite 250	Melville, NY 11747
141	Manning, William J.	44 South Broadway, 14th Floor	White Plains, NY 10601
142	Marchlewski, Theresa M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
143	Margulies, Richard N.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
144	Martin, Joseph M.	44 South Broadway, 14th Floor	White Plains, NY 10601
145	McAlpine, Fraser A.	50 California Street, 9th Floor	San Francisco, CA 94111
146	McDonough, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
147	McFetridge, Jane M.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
148	McGee, Emmett F., Jr.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
149	McKenna, James A.	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
150	Melik, Wendy J.	666 3rd Avenue, 29th Floor	New York, NY 10017
151	Montgomery, David K.	Pnc Center, 201 E. Fifth Street, 26th Fl	Cincinnati, OH 45202
152	Moran, Kathryn Montgomery	150 North Michigan Avenue, Suite 2500	Chicago, IL 60601
153	Morsilli, Robert H.	75 Park Plaza, 4th Floor	Boston, MA 02116
154	Moskowitz, Peter C.	666 3rd Avenue, 29th Floor	New York, NY 10017
155	Moss, Peter N.	666 3rd Avenue, 29th Floor	New York, NY 10017
156	Mullin, Patrick C.	50 California Street, 9th Floor	San Francisco, CA 94111
157	Mulroy, James R.	999 Shady Grove Road, Suite 110	Memphis, TN 38120
158	Munger, Stephen X.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
159	Nagle, David E.	Two James Center, 1021 E. Cary Street, Suite 1200	Richmond, VA 23219

Equity Principals - Jackson Lewis P.C.			
as of 03/09/2016			
	Name	Address	City, State & Zip
160	Napler-Joyce, Joy M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
161	Nieman, Matthew F.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
162	Nolan, John M.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
163	Novick, Mindy S.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
164	Oborne, Scott	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
165	O'Connor, Bryan P.	520 Pike Street, Suite 2300	Seattle, WA 98101
166	Ombok, Otieno B.	44 South Broadway, 14th Floor	White Plains, NY 10601
167	Oswald, Suellen	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
168	Outwater, Lynn C.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
169	Owens, L. Dale	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
170	Palndiris, Tasos C.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
171	Palmer, Cary G.	400 Capital Mall, Suite 1600	Sacramento, CA 95814
172	Panzini, James J.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
173	Paterniti, Stephen T.	75 Park Plaza, 4th Floor	Boston, MA 02116
174	Pattison, Robert M.	50 California Street, 9th Floor	San Francisco, CA 94111
175	Peck, Amy L.	10050 Regency Circle	Omaha, NE 68114
176	Peet, Stephanie J.	Three Parkway, 1601 Cherry Street, Suite 1350	Philadelphia, PA 19102
177	Perry, Robert R.	666 3rd Avenue, 29th Floor	New York, NY 10017
178	Peterson, Andrew A.	44 South Broadway, 14th Floor	White Plains, NY 10601
179	Petkovich, Michael N.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
180	Phillips, Michelle E.	44 South Broadway, 14th Floor	White Plains, NY 10601
181	Pickett, Andrew C.	75 Park Plaza, 4th Floor	Boston, MA 02116
182	Piekara, Thomas P.	44 South Broadway, 14th Floor	White Plains, NY 10601
183	Porta, John J.	58 South Service Road, Suite 250	Melville, NY 11747
184	Prozzi, James A.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
185	Rassif, Jenna Rinehart	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
186	Remy, John M.	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
187	Richter, Chad P.	10050 Regency Circle	Omaha, NE 68114
188	Riolo, Greg A.	44 South Broadway, 14th Floor	White Plains, NY 10601
189	Roberts, Craig S.	58 South Service Road, Suite 250	Melville, NY 11747
190	Rosen, Phillip B.	666 3rd Avenue, 29th Floor	New York, NY 10017
191	Rubin, Allan S.	Town Center, 2000 Town Center, Suite 1650	Southfield, MI 48075
192	Ryan, Sarah J.	Congress Center, 1001 SW Fifth Ave, Suite 1205	Portland, OR 97204
193	Saccomano, Joseph A., Jr.	44 South Broadway, 14th Floor	White Plains, NY 10601
194	Sandoval, Cynthia S.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
195	Satterfield, Andreas N., Jr.	15 S. Main Street, Suite 700	Greenville, SC 29601
196	Schey, Richard W.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
197	Schloss, Craig A.	225 Broadway, Suite 2000	San Diego, CA 92101
198	Schloss, Leonora M.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
199	Schwartz, Bruce H.	44 South Broadway, 14th Floor	White Plains, NY 10601
200	Schwartz, Jeffrey A.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
201	Schwartz, Jennifer A.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131- 2374
202	Sharkey, Benjamin D.	501 Riverside Avenue, Suite 902	Jacksonville, FL 32202
203	Shea, James F.	90 State House Square, 8th Floor	Hartford, CT 06103
204	Shields, Ana C.	58 South Service Road, Suite 250	Melville, NY 11747
205	Siegel, Jonathan A.	5000 Birch Street, Ste 5000	Newport Beach, CA 92660
206	Siegel, Paul J.	58 South Service Road, Suite 250	Melville, NY 11747
207	Silberman, Mickey	US Bank Tower, 950 17th Street, Suite 2600	Denver, CO 80202
208	Silverman, Lewis H.	44 South Broadway, 14th Floor	White Plains, NY 10601
209	Silvestri, Stephen M.	2800 Quarry Lake Drive, Suite 200	Baltimore, MD 21209
210	Simon, Eric P.	666 3rd Avenue, 29th Floor	New York, NY 10017
211	Smith, Douglas G.	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
212	Snyder, John A.	666 3rd Avenue, 29th Floor	New York, NY 10017

Equity Principals - Jackson Lewis P.C.			
as of 03/09/2016			
	Name	Address	City, State & Zip
213	Soltis, Michael J.	1010 Washington Blvd, 7th Floor	Stamford, CT 06901
214	Speedy, Timothy D.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
215	Spitz, Jonathan J.	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
216	Stief, Michael J., III	Liberty Center, 1001 Liberty Avenue, Suite 1000	Pittsburgh, PA 15222
217	Stone, James M.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
218	Stone, Lawrence H.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
219	Strange, Margaret J.	90 State House Square, 8th Floor	Hartford, CT 06103
220	Sussman, Mark L.	58 South Service Road, Suite 250	Melville, NY 11747
221	Sween, Lisa Barnett	50 California Street, 9th Floor	San Francisco, CA 94111
222	Tersigni, Vincent J.	Park Ctr Plaza I, Ste 400, 6100 Oak Tree Blvd	Cleveland, OH 44131
223	Thorne, Ren E.	650 Poydras Street, Suite 1900	New Orleans, LA 70130
224	Toppel, Jeffrey W.	Blitmore Financial Center, 2398 East Camelback Road, Suite 1060	Phoenix, AZ 85016
225	Torres-Daz, Pedro J.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
226	Tratnyek, John F.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
227	Tripp, Noel P.	58 South Service Road, Suite 250	Melville, NY 11747
228	Tully, Guy P.	75 Park Plaza, 4th Floor	Boston, MA 02116
229	Vaccaro, Patrick L.	44 South Broadway, 14th Floor	White Plains, NY 10601
230	Valentino, Christopher M.	58 South Service Road, Suite 250	Melville, NY 11747
231	Van Dyke, C. Todd	1155 Peachtree Street, NE Suite 1000	Atlanta, GA 30309
232	Vogel, Robert D.	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
233	Walsh, Thomas V.	44 South Broadway, 14th Floor	White Plains, NY 10601
234	Watkins, LeRoy J., Jr.	220 Headquarters Plaza East Tower, 7th Fl	Morristown, NJ 07960
235	Welsbrod, Dana Glick	666 3rd Avenue, 29th Floor	New York, NY 10017
236	Wenger, Marc S.	58 South Service Road, Suite 250	Melville, NY 11747
237	Wentz, Kenneth M., III	10050 Regency Circle	Omaha, NE 68114
238	White, Ruthie N.	Wedge International Tower, 1415 Louisiana, Suite 3325	Houston, TX 77002
239	Wilson, Christine L.	One Biscayne Tower, 2 South Biscayne Blvd, Suite 3500	Miami, FL 33131-2374
240	Windholz, Diane	666 3rd Avenue, 29th Floor	New York, NY 10017
241	Winton, Erik J.	75 Park Plaza, 4th Floor	Boston, MA 02116
242	Woo, C. Craig	725 So. Figueroa Street, Suite 2500	Los Angeles, CA 90017
243	Works, Donald C., III	390 N. Orange Avenue, Suite 1285	Orlando, FL 32801-1641
244	Wright, Teresa Burke	10701 Parkridge Boulevard, Ste 300	Reston, VA 20191
245	Youchah, Elayna J.	3800 Howard Hughes Pkwy, Suite 600	Las Vegas, NV 89169

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) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 250, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT14000011 between the County and Counsel, executed on behalf of the County on June 2, 2014 (the "Original Agreement"), Counsel provides legal services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 13, 2014 until March 12, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year periods (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise two (2) of the four (4) options to renew by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 12, 2017.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-five Thousand Dollars (\$25,000.00) (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 Amended Agreement shall be Forty-nine Thousand Nine Hundred Dollars (\$49,900.00) (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 there will be no encumbrance under this Amendment. Thereafter, the Department shall notify Counsel of

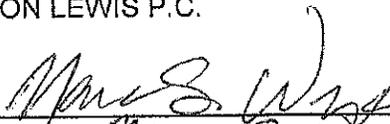
the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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 LEFT INTENTIONALLY BLANK]

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

JACKSON LEWIS P.C.

By: 
Name: Marc S. Wenger
Title: Principal
Date: 9/16/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

Contract ID#: CQAT14000011



Certified contract received on 08/14/2014 L.M.
 Department: County Attorney

Contract Details

SERVICES: Special Counsel

NIFS ID#: CQAT14000011 NIFS Entry Date: 05/07/2014 Term: 03/13/2014-03/12/2015 w/ 4, 1 yr renewals

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

Agency Information

Vendor	
Name Jackson Lewis P.C.	Vendor ID# 463862389
Address 58 South Service Road, Suite 410 Melville, New York 11747	Contact Person Marc Wenger, Esq.
	Phone (631) 247-0404

County Department
Department Contact Daniel Gregware
Address 1 West St. Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		Call 7 Ink	
	OMB	NIFS Approval <input type="checkbox"/>	5/14/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
05/14/14	County Attorney	CA RE&I Verification <input type="checkbox"/>	05/14/14	[Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	05/14/14	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	05/14/14	[Signature]	
	County Comptroller	NIFS Approval <input type="checkbox"/>	05/12/14	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	06/11/14	[Signature]	CGG 6/12/14



Contract Summary

Description: Original agreement.
Purpose: New contract to represent Nassau County and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the following areas of law which the Department has determined Counsel to be qualified: Federal Civil Rights, Section 1983; Labor and Employment Law; and Municipal Law.
Method of Procurement: A Request for Qualification was issued and a panel of law firms was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.
Procurement History: Jackson Lewis P.C. has previously contracted with the County.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$24,900.00
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

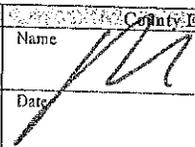
BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$24,900.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$24,900.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$24,900.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,900.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name <i>Michael S. Cohen</i>	Name <i>Steven J. Felino</i>	Date _____
Date <i>6/12/2014</i>	Date <i>6/12/14</i>	(For Office Use Only)
		E #:

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Jackson Lewis P.C. (CQAT14000011)

CONTRACTOR ADDRESS: 58 South Service Road, Suite 410, Melville New York 11747

FEDERAL TAX ID #: 463862389

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 was established. Law firms from the panel were reviewed. Ultimately, Jackson Lewis P.C., a firm not on the panel, was selected due to (i) expertise; (ii) experience; and (iii) availability to provide services in the qualified areas described above. The hourly rates under this contract are slightly higher than the panel rates, although given the expertise and experience of Jackson Lewis P.C., the higher rates were accepted.

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.

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.

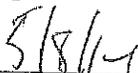
VII. **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

CONTRACT FOR SERVICES

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) Jackson Lewis P.C., as successor in interest to Jackson Lewis, LLP, with an office located at 58 South Service Road, Suite 410, Melville, New York 11747 ("Counsel" or "Contractor").

WITNESSETH:

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

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

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

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 March 13, 2014 and shall terminate on March 12, 2015, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). A list of the areas of law in which the Department has determined Counsel to be qualified to represent the County is attached hereto as Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; and such other Services as may be required to fully represent the County. 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 Twenty-four Thousand Nine Hundred Dollars (\$24,900.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$285.00
(ii) Of Counsel:	\$285.00
(iii) Associate:	\$250.00
(iv) Paralegal/Law Clerk:	\$100.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for

the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

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

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for 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.

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human

rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Counsel is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement 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 One Hundred Sixty Dollars (\$160.00) 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.

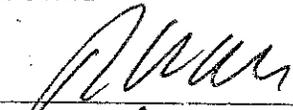
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IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective Date.

JACKSON LEWIS P.C.

By: 
Name: Marc S. Wenger
Title: Shareholder
Date: 4/25/14

NASSAU COUNTY

By: 
Name: Richard R. Weelker
Title: County Executive
 Deputy County Executive
Date: 6/2/14

PLEASE EXECUTE IN BLUE INK

Appendix A

Cases and/or matters are to be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Federal Civil Rights, Section 1983;
2. Labor and Employment Law;
3. Municipal Law;

The Department may qualify Counsel in additional areas of law.

Appendix EE Equal Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

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

the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

_____ John P. Donnelly _____

_____ Jackson Lewis P.C. _____

_____ One North Broadway, 15th Floor _____

_____ White Plains, New York 10601 _____

_____ 914-514-6056 _____

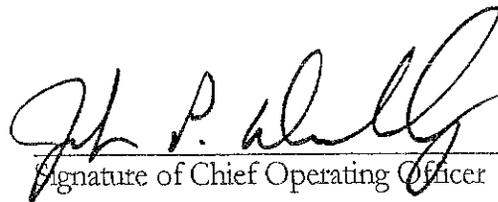
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor ___ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

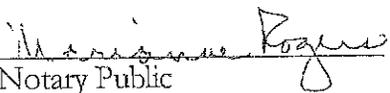
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete, Any statement or representation made herein shall be accurate and true as of the date stated below.

April 28, 2014


Signature of Chief Operating Officer

John P. Donnelly
Name of Chief Operating Officer

Sworn to before me this
28th day of April, 2014.


Notary Public

MARIANNE ROGERS
Notary Public, State Of New York
No. 4958612
Qualified In Westchester County
Commission Expires November 13, 2017