



E-255-17

NIFS ID: CQAT17000012 Department: County Attorney**Capital:**

SERVICE: Outside counsel

Contract ID #: CQAT17000012 NIFS Entry Date: 20-NOV-17 Term: from 08-NOV-17 to 07-NOV-19

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Goldberg Segalla	Vendor ID#: [REDACTED]
Address: [REDACTED]	Contact Person: Richard Cohen
[REDACTED]	
	Phone:

Department:
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713034

Routing Slip

Department	NIFS Entry: X	27-NOV-17 -- JDELLE
Department	NIFS Approval: X	05-DEC-17 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	11-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	07-DEC-17 -- MVOCATURA
County Atty.	Insurance Verification: X	05-DEC-17 -- AAMATO
County Atty.	Approval to Form: X	07-DEC-17 -- JDELLE
Dep. CE	Approval: X	11-DEC-17 -- EWARD
Leg. Affairs	Approval/Review: X	11-DEC-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: New contract for services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law. The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et. al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, et. al., Index # 15-CV-04699; Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14-CV-125 (JFB) (GRB).
Method of Procurement: A Request for Qualifications (RFQ) was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, has been added to this panel. After a review of the panel, the firm Gold Segalla has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.
Procurement History: New contract. Please see procurement history above.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$50,000
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	AT	Revenue		1	ATGEN1100/DE502	\$ 48,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE502	County	\$ 48,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 48,000.00		TOTAL	\$ 48,000.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Goldberg Segalla

2. Dollar amount requiring NIFA approval: \$48000

Amount to be encumbered: \$48000

This is a New

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: 11/8/17-11/7/19

Has work or services on this contract commenced? Y _____

If yes, please explain: Services may have commenced on active, time-sensitive litigation.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

New contract for services as outside counsel in various matters as may be assigned by the County Attorney or his designee in the firm's qualified areas of law. The cases assigned to Counsel as of the commencement of this Agreement are as follows: Darius Burris v. County of Nassau, et. al., Index No. CV-11-0119 (MKB) (ARL); Leo Duchnowski v. County of Nassau, et. al., Index # 15-CV-04699; Shakeria Little, individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al., Index # 14-CV-125 (JFB) (GRB).

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

11-DEC-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY ATTORNEY'S OFFICE, AND GOLDBERG SEGALLA

WHEREAS, the County has negotiated a personal services agreement
with Goldberg Segalla to provide legal services, a copy of which is on file
with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Goldberg Segalla

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: Goldberg Segalla (CQAT17000012)

CONTRACTOR ADDRESS: 665 Main Street, Buffalo, New York 14260

FEDERAL TAX ID #:

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 _____ [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 Qualifications ("RFQ") was issued and a panel of firms qualified to provide legal services for the County has been established. The firm Goldberg Segalla, has been added to this panel. After a review of the panel, the firm Gold Segalla has been selected to handle the initial matters described in the attached Staff Summary because of their experience, expertise in the subject matter, and availability.

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

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

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

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

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

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

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

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

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

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

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

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

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



Department Head Signature



Date

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



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

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: Goldberg Segalla

Dated: 11/14/17

Signed:

A handwritten signature in dark ink, appearing to read "RJ Cohen", is written over the "Signed:" label.

Print Name: Richard J. Cohen

Title: Managing Partner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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 Richard J. Cohen

Date of birth [REDACTED]
Home address _____
City/state/zip _____
Business address: 665 Main Street
City/state/zip: Buffalo, NY 14260
Telephone: 716-566-5442
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 / /
Vice President / / / /
(Other) XX Managing Partner 04/19/2001

3. Do you have an equity interest in the business submitting the questionnaire?

NO ___ YES XX If Yes, provide details.

Rick Cohen founded Goldberg Segalla LLP

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

NO XX_ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO XX YES ___; If Yes, provide details.

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

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

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

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

a. Been debarred by any government agency from entering into contracts with that agency?
NOXX YES ____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO XX YES ____ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO XX YES ____ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO XX YES ____ If Yes, provide details for each such instance.

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

No

a) Is there any felony charge pending against you? NO XX YES ____ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO XX YES ____ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO XX YES ____ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other

crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO XX YES ____ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO XX YES ____ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO XX YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO XX YES ____ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO XX YES ____ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO XX YES ____ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO XX YES ____ If Yes, provide details for each such year.

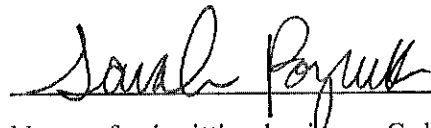
CERTIFICATION

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

I, Richard J. Cohen, 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 1st day of November 2017


Notary Public



SARAH PORZUCEK
Notary Public - State of New York
NO. 01PO6354862
Qualified in Erie County
My Commission Expires Feb 21, 2021

Name of submitting business: Goldberg Segalla

Print name: Richard J. Cohen

Signature 

Title: Managing Partner

Date 11.1.17

Business History Form

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.

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

Date: 11/1/17

- 1) Proposer's Legal Name: Goldberg Segalla LLP
- 2) Address of Place of Business: 665 Main Street, Buffalo, NY 14260

List all other business addresses used within last five years: N/A

- 3) Mailing Address (if different): N/A

Phone: 716-566-5400

- 4) Does the business own or rent its facilities?

Rent

- 5) Dun and Bradstreet number: 032-69-1169

- 6) Federal I.D. Number: XXXXXXXXXX

- 7) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐
Other (Describe) _____

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

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

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

- 11) 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 XX

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).

- 10) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No XX
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 11) 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 antitrust 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 XX If Yes, provide details for each such investigation.

- 12) 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 XX If Yes, provide details for each such investigation.

- 13) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No XX Yes ___ If Yes, provide details for each such charge. _____

- b) Any misdemeanor charge pending? No XX Yes ____ If Yes, provide details for each such charge.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No XX Yes ____ If Yes, provide details for each such conviction
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No XX Yes ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
No XX Yes ____ 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? No XX Yes ____; If Yes, provide details for each such instance.
- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No XX ____ Yes ____ If Yes, provide details for each such year.

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

- 17) Conflict of Interest:

Please see Section D of our Technical Response that responds to the questions in this section.

a) Please disclose:

(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.

See attached.

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.

See attached.

Attachments to Business History Form

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

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 should include:

- i) Date of formation: April 2001
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Richard J. Cohen
Founder and Managing Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Neil A. Goldberg
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Thomas F. Segalla
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Kenneth M. Alweis
Partner
Goldberg Segalla
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Syracuse, NY 13214

Christopher J. Belter
Partner
Goldberg Segalla
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Buffalo, NY 14203

Caroline J. Berdzik
Partner
Goldberg Segalla
902 Carnegie Boulevard West, Suite 100
Princeton, NJ 08540-6530

Peter J. Biging
Partner
Goldberg Segalla
711 3rd Avenue, Suite 1900
New York, NY 10017

Dennis J. Brady
Partner
Goldberg Segalla
200 Garden City Plaza, Suite 520
Garden City, NY 11530

David L. Brown
Partner
Goldberg Segalla

800 Green Valley Road, Suite 302
Greensboro, NC 27408

Frank J. Ciano
Partner
Goldberg Segalla
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White Plains, NY 10606

Albert J. D'Aquino
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Daniel W. Gerber
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Emilio F. Grillo
Partner

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Robert M. Hanlon, Jr.
Partner
Goldberg Segalla
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Princeton, NJ 08540-6530

Joseph M. Hanna
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

John J. Jablonski
Partner
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Rod J. Janis
Partner
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777 Brickell Avenue, Suite 500
Miami, FL 33131

William G. Kelly

Partner
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White Plains, NY 10606

Jeffrey L. Kingsley
Partner
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Sean J. McKinley
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Garden City, NY 11530

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Joseph J. Welter
Partner
Goldberg Segalla
665 Main Street
Buffalo, NY 14203

Jonathan S. Ziss
Partner
Goldberg Segalla
1700 Market Street, Suite 1418
Philadelphia, PA 19103-3907

iii) Name, address and position of all officers and directors of the company;

N/A

iv) State of incorporation (if applicable);

N/A

v) The number of employees in the firm;

784

vi) Annual revenue of firm;

140 million

vii) Summary of relevant accomplishments;

Please see our firm's overview provided with our technical response.

Copies of all state and local licenses and permits.

B. Indicate number of years in business.

Our firm has been in business for 16 years.

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

Please see our firm's technical response to the RFQ.

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.

1. County of Erie
Michael Siragusa, Esq.
County Attorney
Michael.Siragusa@erie.gov
Phone: 716.858.2201

2. Niagara Frontier Transportation Authority
David J. State, Esq.
General Counsel
David_State@nfta.com
716.855.7686

3. Town of Tonawanda
Eileen S. Fleming, Esq.
Director of Labor Relations
Phone: 716.748.6413

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 PROPOSAL OR FUTURE BIDS OR PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard J. Cohen, 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 1st day of NOVEMBER 2017

Sarah Porzucek
Notary Public

SARAH PORZUCEK
Notary Public - State of New York
NO. 01PO6354862
Qualified in Erie County
My Commission Expires Feb 21, 2021

Name of submitting business: Goldberg Segalla LLP

By:

Richard J. Cohen

[Signature]
Signature

Managing Partner

11.1.17
Date

November 2, 2017

Carnell Foskey
County Attorney
County of Nassau
One West Street
Mineola, NY 11501-4820

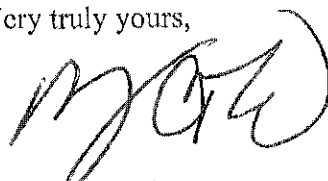
Re: RFQ for Special Counsel to the County of Nassau

Dear Mr. Foskey:

Enclosed please find our firm's response to the County of Nassau's RFQ for Special Counsel. This will also confirm that I am authorized contact for the firm.

We look forward to the opportunity to speak with you regarding this proposal or any questions you may have with respect to our experience in servicing municipal clients. We are confident that our comprehensive experience, coupled with our commitment to best practices and superior service, will furnish the County with the representation it deserves. If you should have any questions whatsoever, please feel free to contact me directly.

Very truly yours,



Richard J. Cohen

RJC:lmk

Technical Response:

Since its inception in 2001, Goldberg Segalla has been a leader in delivering innovative legal services to a wide range of regional, national, and international clients, including some of the world's largest corporations. Our firm is nearly 350 lawyers strong — including many who have earned national and international reputations in their respective fields — and serves clients across the world from our 19 offices strategically located in New York, Chicago, Philadelphia, Miami, and other major business and economic centers. Goldberg Segalla was founded by trial lawyers and litigators, and more than 40 different Goldberg Segalla attorneys have tried at least 50 cases — which gives us tremendous strength and experience to protect our client's interests in litigation and other forms of dispute resolution when needed, along with the accompanying wisdom and savvy to provide legal and regulatory counsel aimed at helping clients prevent disputes and achieve their business goals.

We are proud of the many achievements and recognition we've received from our clients, our peers, and the industries and communities we serve. Highlights include:

- We have been named numerous times by clients among the nation's top 500 companies as a Go-To Law Firm in areas including Litigation, Commercial Litigation, Contracts Litigation, Patent Prosecution, and Torts Litigation.
- Our rankings on *The National Law Journal* and *Law360* lists of the largest U.S.-based law firms continually show us to be one of the fastest-growing firms. Additionally, our Global Insurance Services and Product Liability teams rank in *Law360*'s national Guide to the Largest Practice Groups.
- In the 2017 *U.S. News – Best Lawyers* “Best Law Firms” survey, we earned more than a dozen metropolitan rankings spanning five offices and eight practice areas: Commercial Litigation, Employment Law: Management, Insurance Law, Labor Law: Management, Legal Malpractice Law: Defendants, Litigation: Construction, Personal Injury Litigation: Defendants, and Product Liability Litigation: Defendants.
- In its last three annual directories, *Chambers USA* recognized our firm among the elite commercial litigation practices in the United States.
- Goldberg Segalla was named Law Firm of the Year by *Reactions*, one of the most prominent publications serving the global insurance and reinsurance industry, in its 2014 London Market Awards.
- The international *Lawyer Monthly* named Goldberg Segalla the USA Insurance Law Firm of the Year in its 2014 Legal Awards. Two members of our Global Insurance Services team that year took top individual honors on either side of the Atlantic, earning the Insurance and Reinsurance Lawyer of the Year titles in both the United States and the United Kingdom.
- Three years in a row, Goldberg Segalla placed among the top four for the Best Law Firm distinction in *Intelligent Insurer*'s Global Awards, emphasizing our

firm's stature in the insurance and reinsurance community alongside the world's largest and longest-established law firms serving it. Of all the finalists in 2013, 2014, and 2015, Goldberg Segalla was the only firm less than 95 years old or with fewer than 475 lawyers.

- We ranked "Highly Commended" in the "U.S.: Overall Leaders" category in *Intelligent Insurer's* 2013 Legal Elite. Only two firms in the entire United States placed higher in this category.
- *Reinsurance* magazine ranked us sixth in the world on its 2010 Power List.
- Goldberg Segalla's attorney bloggers are national thought leaders in a wide range of specialties. In 2016, our *Asbestos Case Tracker* blog (asbestoscasetracker.com) earned a spot in the *American Bar Association Journal* Blawg 100 ranking and was named the best litigation blog in the country in The Expert Institute's Best Legal Blog Contest.
- LexisNexis named *The Insurance and Reinsurance Report* (www.insurerereport.com) one of the top 50 insurance blogs in the world each time it published that list.
- Our *Sports and Entertainment Law Insider* blog (sportslawinsider.com) earned placement among the top 100 legal blogs by Feedspot.
- National and regional workplace rankings continually highlight the impact of Goldberg Segalla's Best Practices philosophy and collaborative culture. We are proud to be among the Fortune 100 Best Medium Workplaces nationally, and we have ranked among the Best Companies to Work For in New York State for six years and counting, placing ninth in the entire state this year. We have placed as high as fifth in all of Illinois, eighth in all of Pennsylvania, 14th in all of New Jersey, and 17th in all of Florida. Twice we were named The Best Place to Work among all large employers in Western New York.
- In recognition of our leadership in promoting diversity in the legal profession and the wider business community, we received a George B. Vashon Innovator Award from the Minority Corporate Counsel Association, a Diversity Trailblazer Award from the New York State Bar Association, a Community Service Award from the Defense Research Institute, and a Diversity Excellence Award from the Buffalo Niagara Human Resource Association.
- Goldberg Segalla attorneys have been elected to national and regional leadership positions in several of the most prominent legal and professional organizations shaping the industry today — including, to name a few: the Defense Research Institute, USLAW, the International Association of Defense Counsel, the International Claim Association, the Federation of Defense and Corporate Counsel, the Claims and Litigation Management Alliance, the Federation of Regulatory Counsel, Lawyers for Civil Justice, the CPCU Society, the American Bar Association, the New York State Bar Association, and others.

- More than 150 of our attorneys have been selected for inclusion in *Super Lawyers* and as Rising Stars, and over 25 have been listed in *Who's Who in Law*, *Who's Who in American Law*, the international *Who's Who Legal*, or *Who's Who in America*.
- Thirty-four of our attorneys are listed in *The Best Lawyers in America* across 12 categories including employment law, litigation, insurance law, and product liability.
- More than a dozen of our attorneys were named 40 Under Forty honorees.

BEST PRACTICES PHILOSOPHY

What sets us apart from other firms more than anything else is our dedication to Best Practices — the core principles that guide our mission to provide clients with the highest level of legal services. The hallmark of this approach — and of Goldberg Segalla's success — is identifying the client's concerns and needs at the outset and then tailoring our legal services to meet them.

Our firm's Best Practices philosophy is largely inspired by David Maister's book *True Professionalism*. A number of core values from this book are integral parts of our firm's culture and work ethic, such as:

- Client satisfaction is a top priority.
- No one puts their personal agenda ahead of the interests of clients or the firm.
- The quality of supervision on client projects is uniformly high.
- The quality of the professionals in our office is as high as can be attained.
- It is required, not just encouraged, to learn and develop new skills.
- We treat others with respect.
- We recognize that each client has its own unique requirements and we strive to exceed each client's expectations in all regards.

In order to provide our clients with the optimum mix of experience, efficiency, effort, and cost-effective service, we continually invest in state-of-the-art technology, allowing our team and services to be seamless and synergistic wherever our lawyers or clients may be. Every lawyer is able to access our protected network from anywhere in the world at any time. Every partner and administrator has call forwarding to their cellphones in order to be reached by their colleagues, clients, staff, and adversaries 24 hours a day, seven days a week, 365 days a year.

Put simply, our Best Practices approach is rooted in quality over quantity. It is for this reason we do not have a minimum billing requirement for our attorneys. This puts our focus on rewarding the team over the individual and alleviates pressures that many other firms put on their attorneys to maximize billing. In recognition of that, our firm was one of the first in the nation to be invited into the Council for Ethical Billing, now known as the Claims and Litigation Management (CLM) Alliance.

All of this ultimately creates one mission, one goal — to exceed our clients' expectations for quality and service.

QUALITY CONTROL

Laura M. Kelly, CPCU, AIC, ARe, MLIS, AIS, ASQ CQIA is our firm's Chief Experience Officer. She is responsible for the quality of our client's service experience with our firm. She oversees our firm's Best Practices Department, which ensures that we handle matters in accordance with our client's individual litigation guidelines and philosophies, as well as the firm's internal protocols, in support of the firm's Best Practices philosophy. Laura works directly with our clients to understand their needs and expectations and to secure feedback on the services that we provide, which assists us in developing a strong partnership with our clients.

Prior to joining the firm, she worked in the claims area of the insurance industry for 16 years. She has worked in the roles of a Claims Supervisor and Litigation Manager. She is a former board member of the CPCU Society and serves as Chair of the 2016 CPCU Annual Meeting Task Force, Immediate Past Chair of the Leadership & Managerial Excellence Interest Group, and Immediate Past President of the Society's Northeastern New York Chapter. She is also a member of the American Society for Quality.

GEOGRAPHIC REACH

Our many locations offer geographic convenience and economic savings to our clients to suit their needs. With offices in New York (New York, Garden City, White Plains, Albany, Syracuse, Rochester, and Buffalo), Illinois (Chicago), Florida (Orlando, Miami, and West Palm Beach), Maryland (Baltimore), Missouri (St. Louis), North Carolina (Greensboro), Pennsylvania (Philadelphia), New Jersey (Newark and Princeton), and Connecticut (Hartford), Goldberg Segalla is well situated to handle litigation and other matters wherever our clients need us — across the Northeast, throughout the United States and Europe, and beyond. Our lawyers have litigated cases in all 50 states, the District of Columbia, and three Canadian provinces. We have tried cases in more than 35 states and the District of Columbia. We have acted for clients in disputes in more than 25 countries in North America, South America, Europe, and Asia. Our attorneys have developed relationships with an extensive network of national and international experts in the fields that are frequently the subjects of the wide range of litigation we handle.

Our lawyers pride themselves on providing clients with detailed knowledge of individual courts, plaintiffs' attorneys, and jury pools. Local knowledge of each venue is essential to the successful defense of our clients. We are often asked to provide detailed analysis about a venue, and to coordinate efforts among different venues to seek the best forum possible for the defense of a claim, including aggressive filing of successful motions to change venue or to dismiss on grounds of *forum non conveniens*.

Our active leadership in bar associations (including the American Bar Association) and regional and national defense and industry groups extends our network of resources to further

our service to clients and places us in excellent position to work toward changing laws adverse to our clients' interests.

Goldberg Segalla is a member of the USLAW Network, a national, invitation-only organization composed of independent, defense-based law firms in the United States, Canada, and Latin America that also has alliances with similar networks in Europe and Africa. Through our leadership and participation in this expansive network, we have developed relationships with firms across the nation and beyond, giving us access to a wealth of jurisdictional knowledge — all of which increases our efficiency and our ability to respond to our clients' needs whenever and wherever they may arise.

ELECTRONIC BILLING

Goldberg Segalla currently has many clients that require electronic billing. We are currently registered with CounselLink and are able to meet the electronic billing requirements of clients who have chosen the Examen bill tracking and payment program offered by LexisNexis. We have experience using a wide range of other e-billing and bill review systems including Tymetrix, Tymetrix360, Legal Exchange, Allegient, Claims Intelligence, Litigation Advisor, LSS, Visibility, and Advocate, to name just a few.

COMPLIANCE PROGRAM

Goldberg Segalla has an internal compliance department that audits outgoing invoices for compliance with each client's billing guidelines. This program is designed to eliminate non-compliant entries so your billing department or independent auditor will spend less time rejecting billing entries that are not in compliance with your company's guidelines.

We have been complying with many separate billing guidelines for hundreds of clients since our inception. Many of our attorneys have been complying with billing guidelines of self-insured clients and insurance carriers for 20 years. Tom Segalla and Rick Cohen, our managing partner, served on the Defense Research Institute's national billing guidelines task force. Our philosophy has always been that compliance with a client's billing and case-handling guidelines is paramount to a successful relationship. We are honored to say that we are a member of the Claims and Litigation Management (CLM) Alliance, an exclusive, invitation-only organization that promotes ethical billing practices while maintaining the highest standards of competence and integrity in pursuit of client defense.

PUBLICATIONS

Goldberg Segalla's lawyers are well-respected authors and presenters, with a list of national publications far too extensive to include within the pages of this letter. Our attorneys also actively monitor changes and trends in the law and the industries that they represent. Our newsletters provide our clients with information and analysis about the latest changes in the law. A selection of these newsletters includes:

- *CaseWatch: Insurance and Bad Faith Focus*
- *Government Liability and Civil Rights*
- *Labor Law Update*
- *Professional Liability Magazine*

We also maintain a number of cutting-edge blogs:

- *Asbestos Case Tracker* is the go-to source on asbestos litigation, with summaries of and access to the latest court decisions, legislative updates, and other developments from across the country.
- *Data Privacy and Security* provides legal analysis, risk management tips, and updates on developing trends within data security and cyber risk.
- *Environmental Law Monitor* helps companies stay up-to-date on environmental policy and regulation, proposed legislation, current events, and industry trends.
- *The Insurance and Reinsurance Report* is our award-winning blog on recent national insurance decisions; we also send daily case and industry news updates on Twitter at InsureReReport.
- *OSHA: Legal Developments and Defense Strategies* helps companies form effective strategies for complying with OSHA regulations and responding to citations.
- *Professional Liability Matters* provides risk management tips and covers legal developments impacting the professional liability community.
- *Sports and Entertainment Law Insider* covers the latest legal developments impacting the business of sports and entertainment.
- *Trial by Fire* covers the latest legal developments impacting the fire litigation community, including those charged with investigating fires, companies whose products are at risk for a claim, and insurance carriers.
- *Workers' Compensation Defense* covers enacted and proposed regulation, litigation trends, and court case rulings impacting workers' compensation claim management.

For more information and links to these sites, or to subscribe to our newsletters, please visit the Resources section of www.GoldbergSegalla.com.

A DIFFERENT TYPE OF LAW FIRM EXPERIENCE

In everything we do, we strive to lead by example — and to continue raising the standards by which all law firms should conduct themselves. Our Best Practices philosophy reflects that commitment, and we believe that by combining it with our firm's extensive resources and experience, we will provide you with paramount, cost-effective, and cutting-edge legal services. We hope you find our service-oriented and collaborative approach refreshing.

A. We propose to provide services to the County of Nassau handling Federal Civil Rights Section 1983 matters. We have defended municipalities, law enforcement agencies, schools, and

November 2, 2017

Page 8

other public entities in a wide range of claims alleging violations of civil rights brought under 42 U.S.C. §1983. Our experience includes matters involving Fourth Amendment and other Constitutional rights, claims of malicious prosecution and wrongful death, and other alleged violations.

B. We propose Richard J. Femia to handle Federal Civil Rights Section 1983 matters. Please see the attached brochure and bio for Mr. Femia.

C. Our firm's attorney, paralegal and staff composition is outlined below:

- Attorneys - 339
- Paralegals - 66
- Administrative Staff - 379

D. Please note that the county is a co-defendant in several casualty cases that the firm is handling, however those matters have nothing whatsoever to do with the work that we're applying for in this response. In the event that we are selected to the County of Nassau's Federal Civil Rights Section 1983 panel, we will create an ethical wall with respect to the pending cases, run them off and make sure not to accept any other cases in which the County is a co-defendant.

In addition, please note that our firm's process for conducting conflicts checks is:

All conflict checks are submitted to a conflicts analyst to conduct a search in the Aderant system which accesses firm information including client names, matter names, addresses, contacts names, parties, and firm vendors. All parties and their relationship to the potential matter(s) are identified and considered as part of the search, which includes both open and closed matters. The conflicts analyst returns the report to the requesting attorney for analysis. Once determined that a conflict does not exist, a request will be submitted to open a new matter and the conflict of interest report will be executed by the responsible attorney to confirm that the attorney for the matter and/or client has reviewed the report and determined that there is not a potential conflict. A matter will not be opened unless the new file opening request identifies all parties involved, those parties have been searched and cleared in our conflicts analysis, and a signed copy of the conflict of interest report is submitted with the new file opening request.

We are currently handling the following matters in which the County of Nassau is a party:

- Murphy v Looks Great Services et al
- County of Nassau et al v Looks Great
- Fitzpatrick v Village of Mineola et al
- Newman v Great Neck Park District et al
- Gates v Village of Roslyn et al
- Cataldo v Village of Westbury et al
- Myones v Village of Mineola
- Cohen v Incorporated Village of Roslyn et al

November 2, 2017

Page 9

- Bryant v Village of Mineola
- Baldyga v Village of Mineola et
- Vargas v Incorporated Village of Mineola
- Dock v. Bilfulco Trucking
- Burris v. North Hempstead Housing
- Donlon v. Village of East Rockaway
- Burris v. North Hempstead Housing
- McGuire v. County of Nassau

E. Goldberg Segalla does not discriminate against employees or applicants for employment because of race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status.

F. Goldberg Segalla agrees to abide by the County's Code of Ethics.

G. Goldberg Segalla will maintain insurance coverage within the limits required in Appendix E. Please note that Goldberg Segalla can provide the County of Nassau with a Certificate of Insurance providing evidence of coverage and identifying the County of Nassau as a certificate holder, but the County of Nassau would not be named as an additional insured on the firm's insurance policy.

H. Our firm's Managing Partner, Richard J. Cohen, is the person authorized to act on behalf of the firm. His contact information is below:

Richard J. Cohen
Goldberg Segalla
665 Main Street
Buffalo, NY 14203
716-566-5442
rcohen@goldbergsegalla.com

I. Goldberg Segalla agrees to adhere to the County of Nassau's litigation guidelines.

J. We propose an hourly rate structure of \$245 for partners, \$245 for associates and \$90 for paralegals for the handling of Federal Civil Rights Section 1983 matters.

Please see the additional attachments to our response:

- Firm Brochure and Bio for our Proposed Team
- Business History Form
- Principal Questionnaire Form
- Certificate of Compliance

COUNTY OF NASSAU

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

1. Name of the Entity: Goldberg Segalla

Address: 665 Main Street

City, State and Zip Code: Buffalo, NY 14203-1425

2. Entity's Vendor Identification Number: 16-1603155

3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Please see list below.

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.

Our firm has nearly 350 attorneys including 181 partners. A complete listing of our attorneys, including partners, is

available on our firm's website. In addition, we can provide additional information upon request.

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

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before- Nassau County, 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: November 30, 2017

Signed: 

Print Name: Richard J. Cohen

Title: Managing Partner

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

Kenneth M. Alweis
5786 Widewaters Parkway
Syracuse, New York 13214-1840

Christopher J. Belter
665 Main Street
Buffalo, New York 14203-1425

Caroline Berdzik
902 Carnegie Boulevard West, Suite 100
Princeton, New Jersey 08540-6530

Peter J. Biging
711 3rd Avenue, Suite 1900
New York, New York 10017-4013

David L. Brown
800 Green Valley Road, Suite 302
Greensboro, North Carolina 27408-7030

Richard J. Cohen
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Albert J. D'Aquino
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Jack P. Freedenberg
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Neil A. Goldberg
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Jonathan S. Ziss
1700 Market Street, Suite 1418
Philadelphia, Pennsylvania 19103-3907

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) Goldberg Segalla, with an office located at 200 Garden City Plaza, Suite 520, Garden City, NY 11530 ("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 November 8, 2017 and shall terminate on November 7, 2019 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 three (3) 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"). The initial cases assigned to Counsel, as well as the areas of law in which the Department has determined Counsel to be qualified to represent the County, are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. When providing such Services, Counsel must comply with Nassau County's Litigation Management Guidelines ("Guidelines") provided under separate cover and incorporated by reference herein. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Forty-eight Thousand Dollars (\$48,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

(i) Partner:	\$245.00
(ii) Associate:	\$245.00
(iii) Paralegal/Law clerk:	\$90.00

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of

the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

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

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

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

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

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

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

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

6. Compliance with Law. (a) Generally. Counsel shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its

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

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

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

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

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars (\$50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular

vendor for the provision of similar services is equal to or greater than \$50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than \$50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

- (A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars (\$50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap.
- (B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar (\$50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

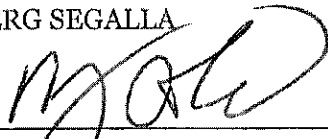
Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

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

[Remainder of Page Left Intentionally Blank]

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

GOLDBERG SEGALLA

By: 

Name: Richard J. Cohen

Title: Managing Partner

Date: 11/14/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

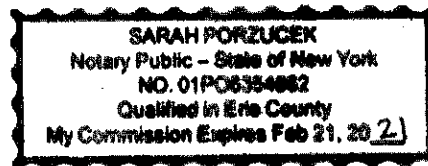
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 14 day of November in the year 2017 before me personally came Rick Cohen (Richard) to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Erie; that he or she is the Managing Partner of Goldberg Segalla, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Sarah Porzucek
NOTARY PUBLIC



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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix A

The cases assigned to Counsel as of the commencement of this Agreement are as follows:

- *Darius Burris v. County of Nassau, et. al.*, Index No. CV-11-0119 (MKB) (ARL)
- *Leo Duchnowski v. County of Nassau, et. al.*, Index # 15-CV-04699
- *Shakeria Little, Individually and as Administrator of the Estate of Antwan Brown v. County of Nassau, et. al.*, Index # 14-CV-125 (JFB) (GRB)

Additional cases and/or matters may 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. Environmental Law
2. Federal Civil Rights
3. Municipal Law
4. Torts

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.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Richard J. Cohen
Goldberg Segalla
665 Main Street
Buffalo, NY 14203
7016-566-5442

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

Yes

3. In the past five years, Proposer/Bidder _____ has XX 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 by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has XX has not been commenced against or relating to the Proposer/Bidder 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:

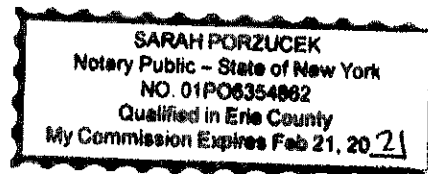
5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance. Yes

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.

Dated

11.1.17

Richard J. Cohen, Managing Partner



Sworn to before me this

1st day of November, 2017

Notary Public

Sarah L. Byrne



GOLDSEG-01

J1RKULL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2017

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

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

PRODUCER
Herbert L. Jamison & Co., LLC
20 Commerce Drive
2nd Floor
Cranford, NJ 07016

CONTACT: Charles Caruso
NAME: _____
PHONE (A/C, No, Ext): (973) 731-0806 FAX (A/C, No): (973) 731-3035
E-MAIL: ccaruso@jamisongroup.com
ADDRESS: _____

INSURED

Goldberg Segalla LLP
665 Main Street, Suite 400
Buffalo, NY 14203

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ironshore Indemnity	23647
INSURER B: Aspen American Ins. Co.	43460
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____ _____ \$ _____	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____ _____ \$ _____	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____ CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____	
A	Lawyers Prof. Liab.			002392202	05/15/2017	05/15/2018	10,000,000 /	10,000,000
B	Excess Liability			LX003P017	05/15/2017	05/15/2018	10,000,000 x/s	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Attorneys at Law

Please see attached "Additional Remarks Schedule" for further insurer(s).

CERTIFICATE HOLDER

CANCELLATION

Nassau County Attorney's Office
Attn: Jaclyn Delle, Deputy County Attorney
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

Sam M. B. [Signature]



AGENCY CUSTOMER ID: GOLDSEG-01

J1RKULL

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Herbert L Jamison & Co., LLC		NAMED INSURED Goldberg Segalla LLP 665 Main Street, Suite 400 Buffalo, NY 14203	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

Second Excess Lawyers Professional Liability
New York Marine & General Insurance Company
Policy No.: PL2017LPL90196
Policy Period: 5/15/2017 to 5/15/2018
Excess Limits: 10,000,000 x/s 20,000,000
NAIC #16608