



E-40-20

NIFS ID:CLAT20000004 Department: County Attorney**Capital:**

SERVICE: Lobbying Services

Contract ID #:CQAT18000002

NIFS Entry Date:

Term: from 01-MAR-18 to 28-FEB-21

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

Vendor Info:	
Name: James W. Lytle of Manatt, Phelps & Phillips LLP	Vendor ID#: [REDACTED]
Address: 136 State Street Albany, NY 12207	Contact Person: [REDACTED]
	Phone: [REDACTED]

Department:	
Contact Name: Mary Nori	
Address: 1 West Street Mineola, NY 11501	
Phone: 516-571-6083	

2020 FEB 28 3:50

CLERK OF COUNTY
NASSAU COUNTY
STATE OF NEW YORK**Routing Slip**

Department	NIFS Entry: X	11-FEB-20 -- MREYNOLDSAT
Department	NIFS Approval: X	11-FEB-20 -- SBERMAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	18-FEB-20 -- IQURESHI
OMB	NIFS Approval: X	11-FEB-20 -- JNOGID
County Atty.	Insurance Verification: X	11-FEB-20 -- AAMATO
County Atty.	Approval to Form: X	14-FEB-20 -- JDELLE
CPO	Approval: X	28-FEB-20 -- RCLEARY

DCEC	Approval: X	28-FEB-20 -- JCHIARA
Dep. CE	Approval: X	28-FEB-20 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	28-FEB-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: Streamlined RFP. The County solicited proposals from three lobbying firms, and two responses were received. This vendor was the lowest responsible bidder.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: +\$49,500 maximum increased to \$148,500.00
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:	ATGEN1100	Revenue		3	ATGEN1100/DE500	\$ 49,500.00
Control:		Contract:				\$ 0.00
Resp:		County	\$ 49,500.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 49,500.00		TOTAL	\$ 49,500.00
% Increase						
% Decrease						

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY AND JAMES W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP

WHEREAS, the County has negotiated an amendment to a personal services agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP to provide lobbying services on behalf of the County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to said agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP.



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

1. **Vendor:** James W. Lytle of Manatt, Phelps & Phillips LLP

2. **Dollar amount requiring NIFA approval:** \$49500

Amount to be encumbered: \$49500

This is a Amendment

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

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

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

3. **Contract Term:** 03/01/2018-02/28/2021

Has work or services on this contract commenced? Y _____

If yes, please explain: ongoing services

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 0

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:**

Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.

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:**

Contract ID	Date	Amount

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.

IQURESHI

18-FEB-20

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.

Jack Schnirman
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: James W. Lytle of Manatt, Phelps & Phillips, LLP

CONTRACTOR ADDRESS: 136 State Street, Albany New York 12207

FEDERAL TAX ID #: [REDACTED]

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

The contract was originally executed by Nassau County on March 19, 2018. This is an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered following a streamlined procurement process, where three proposals were solicited. Manatt was chosen as the lowest responsible bidder.

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

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

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

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

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

for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

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

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



Department Head Signature

2/10/25

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18



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?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

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

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Dated: 01/30/2020 04:30:31 PM

Vendor: Manatt, Phelps & Phillips, LLP

Title: Associate General Counsel

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Donna L. Wilson
Date of birth: [REDACTED]
[REDACTED]
Country: US

Business Address: 11355 W. Olympic Blvd.
City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064
Country: US
Telephone: 3103124144

Other present address(es):
City: State/Province/Territory: Zip/Postal Code:
Country:
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	07/01/2019	Secretary	
Chief Financial Officer		Partner	07/22/2013
Vice President			
(Other)			

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

YES ☒ NO ☐ If Yes, provide details.

Became equity partner on 07/22/2013.

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

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

SB 620, LLC

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Donna L. Wilson, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Donna L. Wilson, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Manatt, Phelps & Phillips, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Donna L. Wilson [DLWILSON@MANATT.COM]

Chief Executive Officer and Managing Partner

Title

02/07/2020 01:31:12 PM

Date

Business History Form

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

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

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

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

Date: 01/30/2020

1) Proposer's Legal Name: Manatt, Phelps & Phillips, LLP

2) Address of Place of Business: 11355 W Olympic Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064

Country: US

Address: 7 Times Square

City: New York State/Province/Territory: NY Zip/Postal Code: 10036

Country: US

Start Date: _____ End Date: _____

Address: 1215 K Street, Suite 1900

City: Sacramento State/Province/Territory: CA Zip/Postal Code: 95814

Country: US

Start Date: _____ End Date: _____

Address: 136 State Street

City: Albany State/Province/Territory: NY Zip/Postal Code: 12207

Country: US

Start Date: _____ End Date: _____

Address: One Embarcadero Center

City: San Francisco State/Province/Territory: CA Zip/Postal Code: 94111

Country: US

Start Date: _____ End Date: _____

Address: 695 Town Center Drive

City: Costa Mesa State/Province/Territory: CA Zip/Postal Code: 92626

Country: US

Start Date: _____ End Date: _____

Address: 1050 Connecticut Avenue, NW, Suite 600

City: Washington State/Province/Territory: DC Zip/Postal Code: 20036

Country: US

Start Date: _____ End Date: _____

Address: 177 Huntington Ave., Suite 1700
City: Boston State/Province/Territory: MA Zip/Postal Code: 02115
Country: US
Start Date: _____ End Date: _____

Address: 151 N Franklin Street, Suite 2600
City: Chicago State/Province/Territory: IL Zip/Postal Code: 60606
Country: US
Start Date: _____ End Date: _____

Address: 350 Cambridge Ave, Suite 300
City: Palo Alto State/Province/Territory: CA Zip/Postal Code: 94306
Country: US
Start Date: _____ End Date: _____

3) Mailing Address (if different): 136 State Street, Suite 300
City: Albany State/Province/Territory: NY Zip/Postal Code: 12207
Country: US
Phone: (518) 431-6700

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number:
5) Federal I.D. Number:
6) The proposer is a: Partnership (Describe)

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

8) Does this business control one or more other businesses?
YES ☒ NO ☐ If yes, please provide details:

Manatt Health Strategies, LLC is a wholly owned subsidiary of Manatt, Phelps & Phillips, LLP and provides health consulting and services to the health industry.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ 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:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict arises, consistent with our signed agreements with the County Attorney's Office, we will promptly contact the County Attorney's Office to review and resolve it. Manatt has a centralized Conflicts/Intake department that reviews all new matters, whether for first-time or existing clients, for potential conflicts of interest. Before a matter is opened, all potential conflicts?ethical, positional, relational, etc.?are identified, evaluated, and managed (by controlling, disclosing or avoiding them). Where a conflict is found to exist, Manatt may request a conflict waiver from the client or potential client and open such a matter only after receiving it.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

04/01/1965

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

No individuals with a financial interest in the company have been attached..

1 File(s) Uploaded: Manatt business history form for Nassau County question A (ii).DOCX

- iii) Name, address and position of all officers and directors of the company. If none, explain.

No officers and directors from this company have been attached.

1 File(s) Uploaded: Manatt business history form for Nassau County question A (iii).DOCX

- iv) State of incorporation (if applicable);

- v) The number of employees in the firm;

782

- vi) Annual revenue of firm;

- vii) Summary of relevant accomplishments

Please see Manatt's 2018 Response to Request for Proposal for State Lobbying Services.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

54

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

N/A

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

Company New York University
Contact Person Jennifer Pautz, Director of Government Affairs
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company New York State Association For Affordable Housing
Contact Person Jolie Milstein, President and CEO
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country [REDACTED]
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company Memorial Sloan Kettering Cancer Center
Contact Person Jorge Lopez, General Counsel
Address [REDACTED]
City [REDACTED] State/Province/Territory NY
Country US
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED] ?

I, Richard W Adam , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard W Adam , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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

Name of submitting business: Manatt, Phelps & Phillips, LLP

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Associate General Counsel
Title

02/28/2020 12:22:52 PM
Date

Manatt, Phelps & Phillips, LLP

Business History Form, Question A) (ii)

List of Equity Partners:

Boston Office: 177 Huntington Ave., Suite 1700, Boston, MA 02115

- Scott Lashway

New York Office: 7 Times Square, New York, NY 10036

- Deborah Bachrach
- Robert Belfort
- William Bernstein
- Ronald Blum
- Melinda Dutton
- Neil Faden
- Brian Korn
- Peter Olberg
- Helen Pfister
- Steven Polan

Washington, D.C. Office: 1050 Connecticut Ave NW, Suite 600, Washington, D.C. 20036

- Cindy Mann
- Scott Schwartz

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111

- Sharon Bauman
- Robert Becker
- Amy Briggs
- Jill Dodd
- Clayton Gantz
- Joseph Laska
- Barry Lee
- Craig Miller
- Yarmela Pavlovich

Palo Alto Office: 1841 Page Mill Road, Suite 200, Palo Alto, CA 94304

- Michael Polentz

Sacramento Office: 1215 K Street, Suite 1900, Sacramento, CA 95814

- Thomas McMorro

Chicago Office: 151 N. Franklin Street, Suite 2600, Chicago, IL 60606

- Richard Gottlieb
- Keith Anderson

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626

- Susan Hori
- Kenneth Julian
- Thomas Poletti

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064

- Keith Allen-Niesen
- Gordon Bava
- Jeff Biederman
- Jordan Bromley
- Kathleen Brown
- Edward Burg
- Paul Carr-Rollitt
- Lindsay Conner
- Michelle Cooke
- Victor De La Cruz
- Craig De Recat
- John Gatti

- Timi Hallem
- Ileana Hernandez
- Esra Hudson
- Robert Jacobs
- Matthew Kanny
- George Kieffer
- Barry Landsberg
- John Leblanc
- John Libby
- Richard Maire
- Jeffrey Mannisto
- Craig Moyer
- Scott Pearson
- Gregory Pimstone
- Robert Platt
- William Quicksilver
- Christine Reilly
- Harvey Rochman
- Anita Sabine
- Andrew Satenberg
- Brad Seiling
- George Soneff
- Ronald Turovsky
- Charles Weir
- Donna Wilson

325779456.1

Manatt, Phelps & Phillips, LLP

Business History Form, Question A) (iii)

List of Directors:

New York Office: 7 Times Square, New York, NY 10036

- William Bernstein
- Melinda Dutton

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111

- Sharon Bauman

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626

- Kenneth Julian

Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064

- Michelle Cooke
- Craig De Recat
- Barry Landsberg
- John Libby
- Jeffrey Mannisto
- William Quicksilver
- **Donna Wilson – CEO and Managing Partner**

325798801.1

COUNTY OF NASSAU

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

1. Name of the Entity: Manatt, Phelps & Phillips, LLP

Address: 11355 W Olympic Blvd

City: Los Angeles State/Province/Territory: CA Zip/Postal Code: 90064

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Partnership (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):

1 File(s) uploaded Manatt vendor disclosure form for Nassau County question 4.DOCX

No principals have been attached to this form.

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.

If none, explain.

See attached answer to #4.

No shareholders, members, or partners have been attached to this form.

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

Manatt Health Strategies, LLC is a wholly-owned subsidiary of Manatt, Phelps & Phillips, LLP and provides health consulting and services to the health industry.

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, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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.

Electronically signed and certified at the date and time indicated by:
Richard W Adam [RADAM@MANATT.COM]

Dated: 02/04/2020 12:15:14 PM

Title: Associate General Counsel

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 but 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.

Manatt, Phelps & Phillips, LLP

Vendor Disclosure Form, Question 4

List of Equity Partners:

Boston Office: 177 Huntington Ave., Suite 1700, Boston, MA 02115

- Scott Lashway

New York Office: 7 Times Square, New York, NY 10036

- Deborah Bachrach
- Robert Belfort
- William Bernstein
- Ronald Blum
- Melinda Dutton
- Neil Faden
- Brian Korn
- Peter Olberg
- Helen Pfister
- Steven Polan

Washington, D.C. Office: 1050 Connecticut Ave NW, Suite 600, Washington, D.C. 20036

- Cindy Mann
- Scott Schwartz

San Francisco Office: One Embarcadero Center, Thirteenth Floor, San Francisco, CA 94111

- Sharon Bauman
- Robert Becker
- Amy Briggs
- Jill Dodd
- Clayton Gantz
- Joseph Laska
- Barry Lee
- Craig Miller
- Yarmela Pavlovich

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- Michael Polentz

Sacramento Office: 1215 K Street, Suite 1900, Sacramento, CA 95814

- Thomas McMorrow

Chicago Office: 151 N. Franklin Street, Suite 2600, Chicago, IL 60606

- Richard Gottlieb
- Keith Anderson

Orange County Office: 695 Town Center Drive, Costa Mesa, CA 92626

- Susan Hori
- Kenneth Julian
- Thomas Poletti

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- Keith Allen-Niesen
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- Jeff Biederman
- Jordan Bromley
- Kathleen Brown
- Edward Burg
- Paul Carr-Rollitt
- Lindsay Conner
- Michelle Cooke
- Victor De La Cruz
- Craig De Recat
- John Gatti

- Timi Hallem
- Ileana Hernandez
- Esra Hudson
- Robert Jacobs
- Matthew Kanny
- George Kieffer
- Barry Landsberg
- John Leblanc
- John Libby
- Richard Maire
- Jeffrey Mannisto
- Craig Moyer
- Scott Pearson
- Gregory Pimstone
- Robert Platt
- William Quicksilver
- Christine Reilly
- Harvey Rochman
- Anita Sabine
- Andrew Satenberg
- Brad Seiling
- George Soneff
- Ronald Turovsky
- Charles Weir
- Donna Wilson

List of Directors:

New York Office: 7 Times Square, New York, NY 10036

- William Bernstein
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Los Angeles Office: 11355 W. Olympic Blvd., Los Angeles 90064

- Michelle Cooke
- Craig De Recat
- Barry Landsberg
- John Libby
- Jeffrey Mannisto
- William Quicksilver
- **Donna Wilson – CEO and Managing Partner**

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment 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 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **James W. Lytle of Manatt, Phelps & Phillips, LLP**, as an individual, having an office located at 136 State Street, Suite 300, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000002 between the County and the State Lobbyist, executed on behalf of the County on March 19, 2018, as amended by amendment one (1), County contract amendment number CLAT19000006, executed on behalf of the County on March 28, 2019 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2018 until February 28, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was Ninety-Nine Thousand Dollars (\$99,000.00) (the "Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars (\$4,125.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement, except as otherwise provided in section 3 (a)(2) of the Original Contract; and

WHEREAS, the County desires to extend the Original Term for one (1) additional year, increase the Maximum Amount and amend the Compliance with Law section.

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

1. Term. The Original Term shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2021.

2. Maximum Amount. (a)(1) The Maximum Amount in the Original Agreement shall be increased by Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended

Agreement shall be One Hundred Forty-Eight Thousand Five Hundred Dollars (\$148,500.00) (the "Amended Maximum Amount").

(a)(2) In addition to the Amended Maximum Amount stated in section 2(a)(1) above, the Lobbyist shall be reimbursed for its annual JCOPE registration fee, not to exceed Two Hundred Dollars (\$200.00) per year under this Amended Agreement.

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

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

JAMES W. LYTTLE

By: James W. Lytle

Name: James W. Lytle

Title: LOBBYIST

Date: January 17, 2020

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

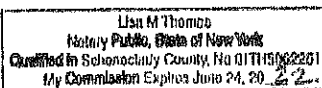
)ss.:

COUNTY OF NASSAU)

Albany

On the 17th day of January in the year 20 20 before me personally came James W Lytle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Partner of Manatt Phelps + Phillips, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2019

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102166816-MPP-18/18-19-20	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles, CA 90064	INSURER A: Various - See Attached	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-002380663-08 **REVISION NUMBER: 3**

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	ADDL SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		'See attached for all policies' 'SIR: \$1,500,000'	08/01/2019	08/01/2020	Per Occurrence 18,500,000 Aggregate 18,500,000

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

CERTIFICATE HOLDER

Nassau County
Attn: Susan L. Gordon
Deputy County Attorney
One West Street
Mineola, NY 11501

CANCELLATION

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
of Marsh Risk & Insurance Services

Jason Smither

Jason Smither

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles, CA 90064
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Quota Share:

Policy: PLP1000134P10
 Carrier: Nautilus Insurance Company
 Effective Date: 08/01/2019
 Expiration Date: 08/01/2020
 Per Occurrence Limit: \$5,000,000
 Aggregate Limit: \$10,000,000

Policy: QPL0021286
 Carrier: QBE Specialty Insurance
 Effective Date: 08/01/2019
 Expiration Date: 08/01/2020
 Per Occurrence Limit: \$3,750,000
 Aggregate Limit: \$7,500,000

Policy: LPL10007549904
 Carrier: Endurance American Specialty Insurance Company
 Effective Date: 08/01/2019
 Expiration Date: 08/01/2020
 Per Occurrence Limit: \$5,000,000
 Aggregate Limit: \$10,000,000

Policy: MKLV7PL0003799
 Carrier: Evanston
 Effective Date: 08/01/2019
 Expiration Date: 08/01/2020
 Per Occurrence Limit: \$2,750,000
 Aggregate Limit: \$5,500,000

Policy: PLP1000134P10
 Carrier: RenaissanceRe Holdings Ltd
 Effective Date: 08/01/2019
 Expiration Date: 08/01/2020
 Per Occurrence Limit: \$2,000,000
 Aggregate Limit: \$4,000,000



MANAPHE-01

CVELAZQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2020

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 License # 0757776 Encino, CA - GNW - HUB International Insurance Services Inc. 18030 Ventura Blvd., Suite 500 Encino, CA 91436		CONTACT NAME: Katrine Minasyan PHONE (A/C, No, Ext): (818) 257-7485 FAX (A/C, No): E-MAIL ADDRESS: Katrine.Minasyan@hubinternational.com		
INSURED Manatt, Phelps & Phillips, LLP 11355 W. Olympic Blvd. Los Angeles, CA 90064-1614		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hartford Insurance Group		914
		INSURER B :		
		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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEPK7973	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance for Informational Purposes Only

CERTIFICATE HOLDER

CANCELLATION

Nassau County Attn: Susan L. Gordon Deputy County Attorney 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

ACORD 25 (2016/03)

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Certified & Copied
4/8/19

E-17-19

NIFS ID:CLAT19000006 Department: County Attorney

Capital:

SERVICE: Lobbying Services

Contract ID #:CQAT18000002

NIFS Entry Date: 01-FEB-19

Term: from 01-MAR-18 to 28-FEB-20

Amendment
Time Extension: X
Addl. Funds:X
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: James W. Lytle of Manatt, Phelps & Phillips LLP	Vendor ID#: [REDACTED]
Address: 136 State Street Albany, NY 12207	Contact Person: James W. Lytle
	Phone: 310-312-4210

Department:
Contact Name: Mary Nori
Address: 1 West Street Mineola, NY 11501
Phone: 5165716083

Routing Slip

Department	NIFS Entry: X	01-FEB-19 -- JDELLE
Department	NIFS Approval: X	01-FEB-19 -- JDELLE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-FEB-19 -- APERSICH
OMB	NIFS Approval: X	04-FEB-19 -- JDEVITO1
County Atty.	Insurance Verification: X	04-FEB-19 -- AAMATO
County Atty.	Approval to Form: X	01-FEB-19 -- MNORIAT
CPO	Approval: X	04-FEB-19 -- KOHAGENCE

DCEC	Approval: X	04-FEB-19 -- RCLEARY
Dep. CE	Approval: X	04-FEB-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	04-FEB-19 -- JSCHANTZ
Legislature	Approval: X	13-FEB-19 -- LVOCATURA
Comptroller	Deputy: X	12-MAR-19 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: Amendment to an existing contract to provide lobbying services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Contract amendment. Please see procurement history below
Procurement History: Streamlined RFP. The County solicited proposals from three lobbying firms, and two responses were received. This vendor was the lowest responsible bidder.
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: \$49,500
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/DE500	\$ 49,500.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 49,500.00			\$ 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	\$ 49,500.00		TOTAL	\$ 49,500.00

RENEWAL	
% Increase	
% Decrease	

E-17-19

RULES RESOLUTION NO. ²²-2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY EXECUTIVE'S OFFICE AND
THE OFFICE OF THE NASSAU COUNTY ATTORNEY, AND JAMES
W. LYTLE OF MANATT, PHELPS & PHILLIPS, LLP

Passed by the Rules Committee
Nassau County Legislature

By a vote of 2-11-19

Yea: 7

Nay: 11
Absent: 0
Excused: 0
Total: 18

WHEREAS, the County has negotiated an amendment to a personal
services agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP
to provide lobbying services on behalf of the County, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the amendment to
said agreement with James W. Lytle of Manatt, Phelps & Phillips, LLP.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment 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 1 West Street, Mineola, New York 11501 and the Nassau County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) James W. Lytle of Manatt, Phelps & Phillips, LLP, as an individual, having an office located at 136 State Street, Suite 300, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT18000002 between the County and the State Lobbyist, executed on behalf of the County on March 19, 2018 (the "Original Agreement"), Lobbyist provides to the County professional lobbying services in Albany, New York, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2018 until February 28, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Lobbyist for Services under the Original Agreement, as full compensation for the Services, was Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) (the "Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars (\$4,125.00), with the Maximum Amount being inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under the Original Agreement, except as otherwise provided in section 3 (a)(2) of the Original Contract; and

WHEREAS, the County desires to exercise the one (1) year option to renew by extending the Original Term and increasing the maximum amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2020.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Ninety-Nine Thousand Dollars (\$99,000.00) (the "Amended Maximum Amount").

3. Services. The Lobbyist, under the direction of the County Executive, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

- i. Provide the County Attorney, County Executive, Presiding Officer, and Minority Leader with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.
- ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.
- iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County Executive.
- iv. Notify the Presiding Officer and Minority Leader of legislation to be advanced at the request of or on behalf of the County prior to taking any action with respect to such legislation.
- v. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.
- vi. Timely respond to inquiries from Presiding Officer and Minority Leader and their respective Counsel as to any actions taken or proposed to be taken by the Lobbyist, to clarify existing legislation, and to explain proposed bills and the impact that they may have on the County and its residents.

4. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

6. (d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 22018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor

employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

[Remainder of Page Intentionally Left Blank.]

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

JAMES W. LYTLE

By: James W. Lytle
Name: James W. Lytle
Title: LOBBYIST
Date: JANUARY 28, 2019

NASSAU COUNTY

By: Helene Willis
Name: Helene Willis
Title: County Executive
☒ Deputy County Executive
Date: 3/28/19

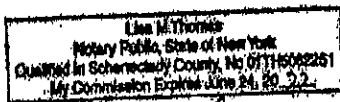
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

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

On the 28th day of January in the year 2019 before me personally came James W. Wyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Partner of Nanett Phillips+Phillips, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Lisa M. Thomas

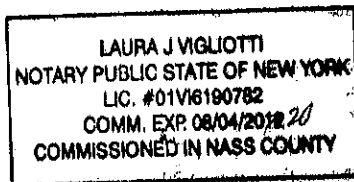
STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU).

On the 28 day of March in the year 2019 before me personally came Helene Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Sara J. Vigliotti





E-36-18
L.A.

NIFS ID: CQAT18000002 **Department:** County Attorney

Capital:

SERVICE: Lobbyist Services

Contract ID #: CQAT18000002 **NIFS Entry Date:** 05-MAR-18 **Term:** from 01-MAR-18 to 28-FEB-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: James W. Lytle of manatt, Phelps and Phillips LLP	Vendor ID#: [REDACTED]
Address: 136 State Street Albany, NY 12207	Contact Person: James W. Lytle
	Phone: 310-312-4210

Department:
Contact Name: Mary Nori
Address: 240 Old Country Road Mineola NY 11501
Phone:

Routing Slip

Department	NIFS Entry: X	05-MAR-18 -- MREYNOLDSAT
Department	NIFS Approval: X	05-MAR-18 -- MREYNOLDSAT
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	05-MAR-18 -- APERSICH
OMB	NIFS Approval: X	05-MAR-18 -- APERSICH
County Atty.	Insurance Verification: X	05-MAR-18 -- DGRIPPO
County Atty.	Approval to Form: X	05-MAR-18 -- DGRIPPO
Dep. CE	Approval: X	05-MAR-18 -- H WILLIAMS

Leg. Affairs	Approval/Review: X	05-MAR-18 -- MREYNOLDS
Legislature	Approval: X	14-MAR-18 -- MREYNOLDS
Comptroller	NIFS Approval: X	16-MAR-18 -- MCOHEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide lobbyist services with the Executive and Legislative branches of the NYS Government.
Method of Procurement: Streamlined RFP. Solicited three, two replied. This was the lowest responsible bidder.
Procurement History: this is a new contract
Description of General Provisions: To provide lobbyist services to advance causes with the NYS legislature
Impact on Funding / Price Analysis: \$49,700
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ATGEN1100					
Control:		Revenue		1	atgen1100/de500	\$ 49,700.00
Resp:	de500	Contract:				\$ 0.00
Object:		County	\$ 49,700.00			\$ 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	\$ 49,700.00		TOTAL	\$ 49,700.00

RENEWAL	
% Increase	
% Decrease	

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY EXECUTIVE'S OFFICE AND THE OFFICE OF THE
NASSAU COUNTY ATTORNEY, AND JAMES W. LYTLE OF
MANATT, PHELPS & PHILLIPS, LLP

Filed by the Rules Committee
Nassau County Legislature
on 3-12-18
6
6

WHEREAS, the County has negotiated a personal services agreement
with James W. Lytle of Manatt, Phelps & Phillips, LLP to provide lobbying
services on behalf of the County, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with James W. Lytle of Manatt, Phelps & Phillips, LLP.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of March 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 1 West Street, Mineola, New York 11501 and the **Nassau County Executive's Office**, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (collectively, the "Department"), and (ii) **James W. Lytle of Manatt, Phelps & Phillips, LLP, as an individual**, having an office located at 136 State Street, Albany, New York 12207 (hereinafter "Lobbyist" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to obtain the services of a State Lobbyist to advance its causes with the State Legislature and to prevent costly State mandates from being enacted without input from Nassau County as to its position in such matters; and

WHEREAS, the Lobbyist, due to his background and expertise, is eminently qualified to render the desired services; and

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

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

1. Term. This Agreement shall commence on March 1, 2018, and shall terminate on February 28, 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 an additional one (1) year period.

2. Services. The Lobbyist, under the direction of the County, shall provide professional lobbying services in Albany, New York as hereinafter set forth ("Services").

a. The Lobbyist's responsibilities shall be limited in scope to legislative matters contained in Nassau County's Multi-year Financial Plan and with respect to those matters, the Lobbyist shall:

i. Provide the County Attorney and County Executive with written monthly progress reports on County legislation and other legislation that may affect the interests of the County.

ii. Establish meetings with key Legislators and their staff to advance legislation of County interest and concern.

iii. Maintain close liaison with the County Attorney and the County Executive to clarify existing legislation and explain proposed bills and the impact they may have on the County and its residents, and take any necessary action, as determined by the County.

iv. Advance legislation of County interest and concern, independent of meetings at which County officials are in attendance.

3. Payment. (a)(1) Amount of Consideration. The maximum amount to be paid to the Lobbyist as full consideration for the Lobbyist's Services under this Agreement shall not exceed Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) ("Maximum Amount"), payable in equal monthly installments of Four Thousand One Hundred Twenty-Five Dollars (\$4,125.00). The Maximum Amount is inclusive of all expenses, including travel, and other costs incidental to the Services to be provided by the Lobbyist under this Agreement, except as otherwise provided in (a)(2) below.

(a)(2) Travel costs for any appearances before the Nassau County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, that are up to and including the sum of Fifteen Hundred dollars (\$1500) will be paid by Lobbyist. If any additional appearances are required that go above and beyond that sum, Lobbyist must first submit a budget for County review and approval, and if approved, a partial reimbursement will be negotiated. Additionally, Lobbyist will be reimbursed his Two Hundred Dollar (\$200) registration fee paid to JCOPE.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Lobbyist in arrears and shall be contingent upon the submission of a certified claim voucher ("Voucher") supported by a detailed narrative of the Services performed during the billing period. Such Voucher shall be in a form satisfactory to the County that (a) states with reasonable specificity the Services provided and the payment requested as consideration for such Services, including, but not limited to, the date, location, hours, Department contact, and the subject matter of such Services rendered, (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. Payment shall also be contingent upon 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. The Lobbyist shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Lobbyist 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 the Lobbyist received notice that the County did not desire to receive such services.

4. Independent Contractor. The Lobbyist is an independent contractor of the County. The Lobbyist shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Lobbyist (a "Lobbyist 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. The Lobbyist 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. The Lobbyist 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, the Lobbyist 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, the Lobbyist agrees as follows:

- (i) Lobbyist 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. The Lobbyist has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Lobbyist 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. The Lobbyist acknowledges that Lobbyist 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 the Lobbyist of such request prior to disclosure of the Information so that the Lobbyist may take such action as it deems appropriate.

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

(b) The Lobbyist shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession and the degree of skill, care, and diligence normally shown by a Lobbyist performing services of a purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Lobbyist shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Lobbyist Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Lobbyist shall have no substantive communications with the press concerning the matter(s) covered by this Agreement without prior consultation with and approval by the County Attorney.

(d) The Lobbyist acknowledges and agrees that all information that the Lobbyist acquires in connection with his performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Confidentiality.

(a) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement that the Lobbyist may have access to and/or be in possession of proprietary or confidential information of the County. All information received, accessed or acquired by the Lobbyist in the course of providing services under this Agreement shall be deemed confidential and/or proprietary. The Lobbyist agrees to use any such information solely for the purposes of this Agreement, and will not disclose such information to any third party without the County's consent. The Lobbyist shall maintain such information in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the Lobbyist shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the Lobbyist of such information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. The Lobbyist shall not use such information for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. The Lobbyist may disclose such information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Lobbyist and County relating to the Lobbyist's Services for County or this Agreement. The obligation of this paragraph shall survive the termination or expiration of this Agreement.

(b) Protection of Information Obtained in the Course of Performance. Information obtained by the Lobbyist in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(c) Limitation on the Flow of Information. The Lobbyist shall endeavor to give access to the information only to such persons who are either bound by a professional duty of confidentiality or who require knowledge of the information as employees, representatives, agents, authorized persons, advisors, officers, or directors of the respective party for orderly conduct of business of the party concerned. The Lobbyist shall also require the recipients of the information to undertake to keep such information confidential as required by this Agreement.

(d) Non-disclosure. The Lobbyist and its personnel and/or agents may not discuss with

any other third party and/or entity the Services that are to be provided pursuant to this Agreement without the consent of the Department, except as required by law and then only with prior notice as soon as possible to the Department.

(e) Termination of Agreement. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

9. No Conflict Representation. During the term of this Agreement, the Lobbyist 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 a Lobbyist or as an employee, contractor or representative of any party 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) The Lobbyist shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Lobbyist or a Lobbyist Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Lobbyist shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Lobbyist shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Lobbyist'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 the Lobbyist is responsible under this Section, and, further to the Lobbyist's indemnification obligations, the Lobbyist shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Lobbyist shall, and shall cause Lobbyist 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 the Lobbyist and/or a Lobbyist 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. The Lobbyist shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (ii) compensation insurance for the benefit of the Lobbyist's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Lobbyist 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. The Lobbyist shall be solely responsible for the payment of all deductibles to which such policies are subject. The

Lobbyist shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Lobbyist 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, the Lobbyist shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Lobbyist 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 the Lobbyist to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Lobbyist 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) by the County immediately upon the receipt by the Lobbyist of written notice of termination, (ii) by the Lobbyist upon sixty (60) days' written notice to the County; (iii) upon mutual written Agreement of the County and the Lobbyist, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Lobbyist 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 the Lobbyist's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. The Lobbyist shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Lobbyist 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:

(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. The Lobbyist 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 the Lobbyist upon signing this Agreement.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

JAMES W. LYTLE

Name: James W. Lytle
Title: Partner
Date: March 5, 2018

NASSAU COUNTY

By: Laura Curran
Name: Laura Curran
Title: County Executive, Nassau
Date: March 19, 2018

PLEASE EXECUTE IN BLUE INK

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

On the 5th day of March in the year 2018 before me personally came Jane W. Lytle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Albany; that he or she is the Managing Partner of Albany of March Phillip Phillip LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

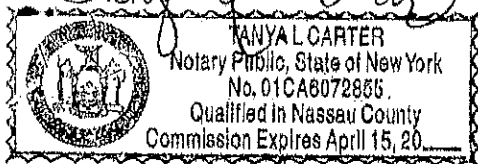
Bruce M. Gory
BRUCE M. GORY, NOTARY PUBLIC
State of New York No. 024713895
Qualified in Albany County
Certificate Filed in Albany County
Commission Expires March 20, 2024

December 31, 2018

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

On the 19 day of March in the year 2018 before me personally came Laura Curran to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Nassau 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 EE
Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

James W. Lytle (Name)
Munard, Phillips & Phillips, LLP, 136 State St., Albany, NY (Address)
518-431-6700 (Telephone Number) 12207

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

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

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in

connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

March 5, 2018
Dated

James W. Lytle
Signature of Chief Executive Officer

James W. Lytle
Name of Chief Executive Officer

Sworn to before me this

5th day of March, 2018

Bruce N. Givory
Notary Public

BRUCE N. GIVORY, NOTARY PUBLIC
State of New York No. 02-4713895
Certified in Albany County
Certificate filed in Albany County
Commission Expires March 30, 1984

December 31, 2018