



Certified:

E-116-20

E-116-20

NIFS ID:CLBU20000002 Department: Budget

Capital:

SERVICE: Broker of Record - Insurance/ AJG

Contract ID #:CQBU13000006

NIFS Entry Date: 15-JAN-20

Term: from 01-NOV-19 to 31-OCT-20

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

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

<b>Vendor Info:</b>	
Name: <b>Arthur J Gallagher</b>	Vendor ID#: <b>36-2102482</b>
Address: 1 Jericho Plaza Suite 200 Jericho, NY 11753	Contact Person: John Dina
	Phone:

<b>Department:</b>	
Contact Name: Elizabeth Valerio	
Address: One West Street Mineola, NY 11501	
Phone: 516-571-5735	

2020 JUL 27 P 11:29  
NASSAU COUNTY  
CLERK OF SUPREME COURT

## Routing Slip

Department	NIFS Entry: X	16-JUL-20 -- EVALERIO
Department	NIFS Approval: X	16-JUL-20 -- IQURESHI
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	16-JUL-20 -- IQURESHI
OMB	NIFS Approval: X	16-JUL-20 -- EVALERIO
County Atty.	Insurance Verification: X	16-JUL-20 -- AAMATO
County Atty.	Approval to Form: X	21-JUL-20 -- MMISRA
CPO	Approval: X	24-JUL-20 -- KOHAGENCE
DCEC	Approval: X	24-JUL-20 -- JCHIARA

Dep. CE	Approval: X	24-JUL-20 -- RORLANDO
Leg. Affairs	Approval/Review: X	27-JUL-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The purpose of this contract is to extend the term of the contract to one additional year, through 10/31/2020. The County has exhausted all renewal/extension options and are looking to extend for one more year to allow the department time to issue a new RFP. The County has immediate insurance obligations including Police Helicopter insurance and insurance for the summer recreation program.
<b>Method of Procurement:</b> Competitive bid.
<b>Procurement History:</b> History An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected. The vendor is providing these services for over 5 years.
<b>Description of General Provisions:</b> Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
<b>Impact on Funding / Price Analysis:</b> Multi-year contract ; Broker is compensated via a fixed 7% commission on the policy cost.
<b>Change in Contract from Prior Procurement:</b> No Change.
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		11	BUGEN1500/93993	\$ 320,000.00
Resp:	1500	Contract:				\$ 0.00
Object:	93993	County	\$ 320,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 320,000.00		TOTAL	\$ 320,000.00

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO.    – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU AND ARTHUR  
J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc. to provide insurance brokerage services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Arthur J. Gallagher Risk Management Services, Inc.



## Nassau County Interim Finance Authority

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

**1. Vendor:** Arthur J Gallagher

**2. Dollar amount requiring NIFA approval:** \$320000

**Amount to be encumbered:** \$320000

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:** 11/01/2019-10/31/2020

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: EXISTING CONTRACT

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 320000

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:**

The purpose of this contract is to extend the term of the contract to one additional year, through 10/31/2019. The County has exhausted all renewal/extension options and are looking to extend for one more year to allow the department time to issue a new RFP. The County has immediate insurance obligations including Police Helicopter insurance and insurance for the summer recreation program.

**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
CLBU19000001	09-JUL-19	320,000.00

## 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

16-JUL-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:** ARTHUR J GALLAGHER RISK MGT SERVICES

**CONTRACTOR ADDRESS:** 1 JERICHO PLAZA, SUITE 200 JERICHO NY 11753

**FEDERAL TAX ID #:** 36-2102482

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

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

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

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

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

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. 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

7/16/20  
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.



### 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: 07/15/2020

1) Proposer's Legal Name: Arthur J. Gallagher Risk Management Services, Inc.

2) Address of Place of Business: One Jericho Plaza, Suite 200

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

Address: 377 Oak Street  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Start Date: 01-JAN-90 End Date: 31-MAR-16

Address: One Jericho Plaza  
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country: US  
Start Date: 01-APR-16 End Date:

Address: 2850 Golf Road  
City: Rolling Meadows State/Province/Territory: IL Zip/Postal Code: 60008  
Country: US  
Start Date: 01-JAN-18 End Date:

3) Mailing Address (if different): One Jericho Plaza

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

Phone: (515) 745-0800

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

4) Dun and Bradstreet number: 005941018

- 5) Federal I.D. Number: 36-2102482
- 6) The proposer is a: Corporation (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:  
\_\_\_\_\_
- 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.

All Gallagher employees are required to participate in an annual conflict of interest survey and disclose potential conflicts.

- 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;

12/10/1947

- 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.

Files attached.

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

1 File(s) Uploaded: AJGRMS - Corporate\_Summary\_Report 6.1.2020.pdf

- 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.*

iv) State of incorporation (if applicable);

IL

v) The number of employees in the firm;

5156

vi) Annual revenue of firm;

66200000

vii) Summary of relevant accomplishments

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

1 File(s) Uploaded: AJG IL License.pdf

B. Indicate number of years in business.

73

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

AJG has been a vendor of Nassau County for several years.

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 Town of Islip

Contact Person John R. DiCiccio

Address 655 Main Street

City Islip

State/Province/Territory NY

Country US

Telephone (631) 224-5550

Fax #

E-Mail Address jdicci@isllpny.gov

Company County of Suffolk

Contact Person Leslie Baffa

Address 100 Veterans Memorial Highway

City Hauppauge

State/Province/Territory NY

Country US

Telephone (631) 853-3227

Fax #

E-Mail Address LBaffa@suffolkcountyny.gov

Company Village of Garden City

Contact Person Irene Woo

Address 351 Stewart Avenue

City Garden City

State/Province/Territory NY

Country US

Telephone (516) 465-4000

Fax #

E-Mail Address IWoo@gardencityvillage.net

I, John R. Dina, 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, John R. Dina, 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: Arthur J. Gallagher Risk Management Services, Inc.

Electronically signed and certified at the date and time indicated by:  
John R. Dina [JOHN\_DINA@AJG.COM]

Area Senior Vice President  
Title

07/15/2020 01:18:28 PM  
Date

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**  
**Illinois**

**Entity Vitals**

Entity Name	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
Domestic Jurisdiction	Illinois
Country	United States
Entity Type	Corporation
Formation Date	12-10-1947
Federal Tax ID	36-2102482
Status	Active - Non Dormant
Registered Agent	The Prentice-Hall Corporation System, Inc.
Acronym	AJGRMS
Business Group	BSD
Business Purpose	Insurance Agency and Brokerage
Fiscal Year End	December 31
Address	2850 Golf Road, Rolling Meadows, IL 60008

**Management Structure**

Name	Title
Pesch, Michael R.	Director
Wennerstrum, Steven C.	Director
Pesch, Michael R.	President
Hanes-Dowd, April	Secretary
Theodore A. Skirvin, II	Vice President and Treasurer
Barton, M. Keith	Vice President and Chief Financial Officer
Hinton, Patricia E.	Vice President – Global Cash Management
Bryce, Walter P. Jr.	Vice President
Cary, Richard C.	Controller
Hanner, Jerome S.	Vice President
Sean Kenny	Vice President
McClary, Amy G.	Vice President – Global Tax
Van der Vliet, Russell	Assistant Vice President - Tax
Richardson, Cara	Vice President
Wasikowski, Paul F.	Vice President – Corporate Strategies
Wennerstrum, Steven C.	Vice President and Chief Operating Officer
Walsh, Sara	Assistant Treasurer

ARTHUR J GALLAGHER RISK MNGT SERV INC  
LICENSING DEPT  
2850 W GOLF ROAD  
ROLLING MEADOWS IL 60008

State Of Illinois  
Insurance License

License No: 100292093

**ARTHUR J GALLAGHER RISK MNGT SERV INC**

This is to certify that pursuant to requirements of the Illinois Insurance Code the above firm is licensed to do business in the state of Illinois with the following authority:

**LICENSE TYPE**

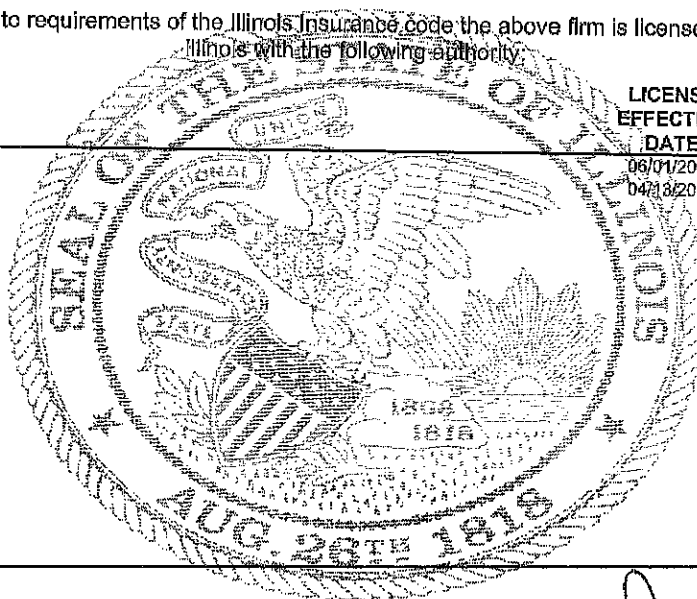
BUSINESS ENTITY PRODUCER  
THIRD PARTY ADMINISTRATOR

**LICENSE  
EFFECTIVE  
DATE**

06/01/2020  
04/13/2020

**LICENSE  
EXPIRATION  
DATE**

05/31/2022  
04/12/2021



For questions regarding a license, contact the  
Illinois Department of Insurance at  
DOI.licensing@illinois.gov

A handwritten signature in black ink, appearing to read "R. Murtel", is positioned above the printed name of the Director.

Robert H. Murtel  
Director Illinois Dept. of Insurance





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:  
John R. Dina [JOHN\_DINA@AJG.COM]

Dated: 06/29/2020 05:05:39 PM

Vendor: Arthur J. Gallagher Risk Management Services, Inc.

Title: Senior Area Vice President

## 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: John R. Dina  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: One Jericho Plaza, Suite 200  
City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753  
Country: US  
Telephone: 5167450800

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	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Area Senior Vice President, Senior Director ? Public Entity Practice	01/01/2009

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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, John R. Dina, 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, John R. Dina, 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.

Arthur J. Gallagher Risk Management Services, Inc.

Name of submitting business

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

John R. Dina [JOHN\_DINA@AJG.COM]

Area Senior Vice President

Title

07/08/2020 02:36:53 PM

Date

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

☒ Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 2019

☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-09761

**ARTHUR J. GALLAGHER & CO.**

(Exact name of registrant as specified in its charter)

DELAWARE  
(State or other jurisdiction of  
incorporation or organization)

2850 Golf Road  
Rolling Meadows, Illinois  
(Address of principal executive offices)

36-2151613  
(IRS Employer  
Identification Number)

60008-4050  
(Zip Code)

Registrant's telephone number, including area code (630) 773-3800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class  
Common Stock, par value \$1.00 per share

Trading Symbol(s)  
AJG

Name of each exchange  
on which registered  
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:  
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Non-accelerated filer

☐

Accelerated filer

☐

Smaller reporting company

☐

Emerging growth company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting common equity held by non-affiliates of the registrant, computed by reference to the last reported price at which the registrant's common equity was sold on June 30, 2019 (the last day of the registrant's most recently completed second quarter) was \$14,245,000.

The number of outstanding shares of the registrant's Common Stock, \$1.00 par value, as of January 31, 2020 was 188,247,000.

Documents incorporated by reference: Portions of Arthur J. Gallagher & Co.'s definitive 2020 Proxy Statement are incorporated by reference into this Form 10-K in response to Part III to the extent described herein.



COUNTY OF NASSAU

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

1. Name of the Entity: Arthur J. Gallagher Risk Management Services, Inc.

Address: One Jericho Plaza, Suite 200

City: Jericho State/Province/Territory: NY Zip/Postal Code: 11753

Country: US

2. Entity's Vendor Identification Number: 36-2102482

3. Type of Business: Public Corp (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 AJG Corporate Info..pdf

*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.

1 File(s) uploaded AJG 10K.pdf

*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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, 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 Famigletti [JOHN\_DINA@AJG.COM]

---

Dated: 04/08/2020 06:46:17 PM

---

Title: Area President

---

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.



**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**  
**Illinois**

**Entity Vitals**

Entity Name ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.  
Domestic Jurisdiction Illinois  
Country United States  
Entity Type Corporation  
Formation Date 12-10-1947  
Federal Tax ID 36-2102482  
Status Active - Non Dormant  
Registered Agent The Prentice-Hall Corporation System, Inc.  
Acronym AJGRMS  
Business Group GGB-US  
Business Purpose Insurance Agency and Brokerage  
Fiscal Year End December 31  
Address 2850 Golf Road, Rolling Meadows, IL 60008

**Management Structure**

Name	Title	Address
Gault, James S.	Director	2850 Golf Road, Rolling Meadows, IL 60008
Wennerstrum, Steven G.	Director	2850 Golf Road, Rolling Meadows, IL 60008
Gault, James S.	President	2850 Golf Road, Rolling Meadows, IL 60008
Hanes-Dowd, April	Secretary	2850 Golf Road, Rolling Meadows, IL 60008
Lazzaro, Jack H.	Treasurer	2850 Golf Road, Rolling Meadows, IL 60008
Barton, M. Keith	Vice President and Chief Financial Officer	2850 Golf Road, Rolling Meadows, IL 60008
Bryce, Walter P., Jr.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Cary, Richard C.	Controller	2850 Golf Road, Rolling Meadows, IL 60008
Coyne, Lisa A.	Assistant Vice President of Tax	2850 Golf Road, Rolling Meadows, IL 60008
Hanner, Jerome S.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Kornreich, Joel C.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Richardson, Cara	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Wasikowski, Paul F.	Vice President of Tax	2850 Golf Road, Rolling Meadows, IL 60008
Wennerstrum, Steven G.	Vice President and Chief Operating Officer	2850 Golf Road, Rolling Meadows, IL 60008

**Owners**

Owner Name	Security Name	Balance	Percent Owned
ARTHUR J. GALLAGHER BROKERAGE & RISK MANAGEMENT SERVICES, LLC	Common Stock	370.000000	100.000000

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

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For the fiscal year ended December 31, 2019

☐ Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-09761

**ARTHUR J. GALLAGHER & CO.**

(Exact name of registrant as specified in its charter)

DELAWARE  
(State or other jurisdiction of  
incorporation or organization)

36-2151613  
(J.R.S. Employer  
Identification Number)

2850 Golf Road  
Rolling Meadows, Illinois  
(Address of principal executive office)

60088-4050  
(Zip Code)

Registrant's telephone number, including area code (630) 773-3800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class  
Common Stock, par value \$1.00 per share

Trading Symbol(s)  
AJG

Name of each exchange  
on which registered  
New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:  
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐.

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒  
Non-accelerated filer ☐

Accelerated filer ☐  
Smaller reporting company ☐  
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒.

The aggregate market value of the voting common equity held by non-affiliates of the registrant, computed by reference to the last reported price at which the registrant's common equity was sold on June 30, 2019 (the last day of the registrant's most recently completed second quarter) was \$14,245,000.

The number of outstanding shares of the registrant's Common Stock, \$1.00 par value, as of January 31, 2020 was 188,247,000.

Documents incorporated by reference: Portions of Arthur J. Gallagher & Co.'s definitive 2020 Proxy Statement are incorporated by reference into this Form 10-K in response to Part III to the extent described herein.



### AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Arthur J. Gallagher Risk Management Services, Inc., having an office located at One Jericho Plaza, Suite 200, Jericho, New York 11753 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000006 between the County and the Contractor, executed on behalf of the County on February 14, 2013, as amended by amendment one (1) County contract CLBU17000003, executed on behalf of the County on July 26, 2017, and amendment two (2) County contract CLBU19000001, executed on behalf of the County on June 18, 2019 (collectively, the "Original Agreement"), the Contractor provides insurance brokerage services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 1, 2012 until October 31, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to extend the Original Term.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be October 31, 2020, subject to earlier termination as provided for under the Amended Agreement.

2. 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.

ARTHUR J. GALLAGHER RISK MANAGEMENT  
SERVICES, INC.

By: *Richard Famigletti*  
Name: Richard Famigletti  
Title: Area President  
Date: January 6, 2020

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**JOANN SPARACIO**  
Notary Public, State of New York  
No. 01SP6360887  
Qualified in Nassau County  
Commission Expires 6/25/2021

Joann Sparaco

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

NOTARY PUBLIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2020

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606		<b>CONTACT NAME:</b> Direct All Inquiries to Email <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL:</b> Chi_Certificates@ajg.com <b>ADDRESS:</b>		
<b>INSURED</b> ARTHJQA113 Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite 200 Jericho NY 11753		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Arch Insurance Company		11150
		INSURER B: Arch Indemnity Insurance Company		30830
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 825980996

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		41GPF4938412	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCH838112(AOS) 44WCIG601912(NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

General Liability:  
General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

The Certificate holder is shown as an Additional Insured solely with respects to General Liability as evidenced herein as required by written contract per form 00 GL0596 00 04 10.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County  
1550 Franklin Avenue  
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938412

---

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2019



**Workers'  
Compensation  
Board**

# **CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

## **PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> Arthur J. Gallagher Service Company Two Pierce Place Itasca, IL 60143  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured</b>   <b>1c. Federal Employer Identification Number of Insured or Social Security Number</b> 522200060
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Nassau County 1550 Franklin Avenue Mineola, NY 11551	<b>3a. Name of Insurance Carrier</b> First Reliance Standard Life Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> DBL251515  <b>3c. Policy effective period</b> <u>01/01/2009</u> to <u>01/01/2021</u>

**4. Policy provides the following benefits:**

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

**5. Policy covers:**

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 04/30/2020

By

Patti Gerlach

Digitally signed by Patti Gerlach  
 DN: cn=Patti Gerlach, o=aiu,  
 email=patti.gerlach@aiu.com, c=US  
 Date: 2020.04.30 10:44:06 -0500

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 267-256-3625

Name and Title Patti Gerlach, Senior Compliance Consultant

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

## **PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

### **State of New York Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_

By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_

Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2020

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606		<b>CONTACT NAME:</b> Direct All Inquiries to Email <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Chl.Certificates@ajg.com	
<b>INSURED</b> ARTHJGA113 Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza Suite 200 Jericho NY 11753		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Insurance Company <b>INSURER B:</b> Arch Indemnity Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11150 30830	

## COVERAGES

CERTIFICATE NUMBER: 825980996

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:  <input type="checkbox"/> 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  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		41GPP4938412	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	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 N	N/A	41WCI4938112(AOS) 44WCI0501912(NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

General Liability:  
General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

The Certificate holder is shown as an Additional Insured solely with respects to General Liability as evidenced herein as required by written contract per form 00 GL0596 00 04 10.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County  
1550 Franklin Avenue  
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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

---

Named Insured: **ARTHUR J GALLAGHER & COMPANY**

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

Contract ID#: COBU13000006



Department: Budget/Risk Management

E-149-17

## Contract Details

SERVICE: Broker of Record - Insurance

NIFS ID #: CLBU17000003

NIFS Entry Date: 06/05/2017 Term: from 11/1/17 to 10/31/18

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

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

## Agency Information

Vendor	
Name Arthur Gallagher d/b/a The Treiber Group	Vendor ID# 060989714
Address 377 Oak Street  Garden City, New York 11530	Contact Person John Dina  Phone 516-622-2530  Cell # 516-403-3013

County Department
Department Contact Roseann D'Alleva
Address 1 West Street Room 5 <sup>th</sup> Fl.  Mineola, New York 11501
Phone 516-371-0525

## Routing Slip

DATE Recd.	DEPARTMENT	Internal Use (NIFS)	DATE Approval	SIGNATURE	Log Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	6/5/17	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	6/5/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/8/17	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	6/8/17	<i>[Signature]</i>	
6/8/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/8/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/27/17	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input type="checkbox"/>	7/12/17	<i>[Signature]</i>	
6/15/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/15/17	<i>[Signature]</i>	

 1:00  
 COUNTY  
 CLERK  
 STAMP



## Contract Summary

<b>Description:</b> Broker of Record – Insurance – One Year Extension
<b>Purpose:</b> The purpose of this contract is to extend the term of the contract to one additional year, through 10/31/2018.
<b>Method of Procurement:</b> Competitive bid.
<b>Procurement History:</b> An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected. The vendor is providing these services for over 5 years.
<b>Description of General Provisions:</b> Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
<b>Impact on Funding / Price Analysis:</b> Multi-year contract – Broker is compensated via a fixed 7% commission on the policy cost.
<b>Change in Contract from Prior Procurement:</b> No Change.
<b>Recommendation:</b> Approve as submitted.

### Advertisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	93993
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ .01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500 93993	\$ .01
3		\$
5		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document Prepared By: Irfan Qureshi

Date: 06/05/2017

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	E #:

## RULES RESOLUTION NO. 206-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU AND ARTHUR  
J. GALLAGHER RISK MANAGEMENT SERVICES, INC. D/B/A THE  
TREIBER GROUP

Reviewed by the Rules Committee  
Nassau County Legislature  
Adopted by Vote on 6-24-17  
4 yeas 3 abstained 0 nays 0  
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group to provide certain services related to insurance coverage, 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 authorize the County Executive to execute the amendment to an agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group

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## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), and (ii) The Treiber Group, a division of Arthur J. Gallagher Risk Management Services, Inc., having an office located at 377 Oak Street, Garden City, New York 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000006 between the County and Contractor, executed on behalf of the County on February 14, 2013 (the "Original Agreement"), Contractor provides insurance brokerage services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 1, 2012 until October 31, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to extend the Original Term.

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

1. Term. The Original Agreement 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 October 31, 2018.

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

[Remainder of Page Left Intentionally Blank]

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

THE TREIBER GROUP, A DIVISION OF ARTHUR J.  
GALLAGHER RISK MANAGEMENT SERVICES,  
INC.

By: *Richard Famigletti*  
Name: Richard Famigletti  
Title: Area President  
Date: June 01, 2017

NASSAU COUNTY

By: *Edward H. Weiss*  
Name: Edward H. Weiss  
Title: County Executive  
☒ Deputy County Executive  
Date: 7/26/17

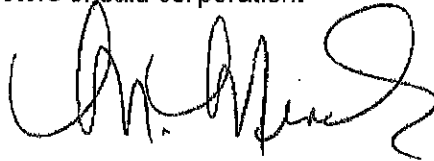
PLEASE EXECUTE IN BLUE INK



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

On the 1<sup>st</sup> day of June in the year 2017 before me personally came Richard Fanningelli 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 the Area President of Arthur J. Gallagher Risk Mgmt. Sv. Inc., 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  
MARTY ANN MENDEZ  
Notary Public, State of New York  
No. 01MS6072456  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Feb 3, 2019



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

On the 26 day of July in the year 2017 before me personally came Edward Ward 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

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01B56073153  
Qualified in Nassau County  
Commission Expires February 18, 2019

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01B56073153  
Qualified in Nassau County  
Commission Expires February 18, 2019

2019

MICHAEL C. PULITZER  
CLERK OF THE LEGISLATURE



PHONE: 516 571-6202  
FAX: 516 571-0227

NASSAU COUNTY LEGISLATURE  
2550 FRANKLIN AVENUE MINEOLA, NEW YORK 11501

July 28, 2017

Arthur Gallagher dba The Treiber Group  
Attn: John Dina  
377 Oak Street  
Garden City, New York 11530

Re: Contract # 17000 03 \$ .01

Dear Mr. Dina:

Enclosed please find a copy of an executed agreement concerning services rendered for Nassau County Office of Budget Management.

This agreement has been approved and is being forwarded to you for your records.

Very truly yours,

Michael C. Pulitzer  
Clerk of the Nassau County Legislature

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MCP/bf

Contract ID#: CQBU13000006



Department: Budget/Risk Mgmt

## Contract Details

SERVICE: Broker of Record - Insurance

NIFS ID #: CABU16000005

NIFS Entry Date: 02/04/2016

Term: from 1/1/16 to 12/31/16

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

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

## Agency Information

Vendor	
Name Arthur Gallagher d/b/a The Treiber Group	Vendor ID# 060989714
Address 377 Oak Street Garden City, New York 11530	Contact Person John Dina Phone 516-622-2530 Cell # 516-403-3013

County Department
Department Contact Roseann D'Alleva
Address 1 West Street Room 5th Fl. Mineola, New York 11501
Phone 516-571-0525

## Routing Slip

DEPARTMENT		LEGISLATIVE		SENATE		GOVERNOR	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/>	2/4/16	<i>[Signature]</i>		
	OMB	NIFS Approval	<input type="checkbox"/>	2/4/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	County Attorney	CA RE&I Verification	<input type="checkbox"/>				
	County Attorney	CA Approval as to form	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>	
LEG	Legislative Affairs	Fwd'd Original R to CA	<input type="checkbox"/>				
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>				
	County Attorney	NIFS Approval	<input type="checkbox"/>				
	County Comptroller	NIFS Approval	<input type="checkbox"/>				
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>				

Contract ID#: COBU13000006

Department: Budget/Risk Mgmt

**Contract Summary**

<b>Description:</b> Broker of Record – Insurance for FY 2016.
<b>Purpose:</b> The purpose of this contract is to add funds to the contract for FY 2016.
<b>Method of Procurement:</b> Competitive bid.
<b>Procurement History:</b> An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected. The vendor is providing these services for over 5 years.
<b>Description of General Provisions:</b> Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
<b>Impact on Funding / Price Analysis:</b> 5 year contract – Broker is compensated via a fixed 7% commission on the policy cost.
<b>Change in Contract from Prior Procurement:</b> No Change.
<b>Recommendation:</b> Approve as submitted.

**Advertisement Information**

FUNDING CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	93993
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$346,868
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$346,838</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4		\$
5	BUGEN1500 93993	\$346,868
6		\$
<b>TOTAL</b>		<b>\$346,868</b>

Document: Irhan Qureshi  
 Prepared By: \_\_\_\_\_

Date: 02/04/2015

<b>NIFS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)

Contract ID#: LOBU 13000006

Department: OMB/Risk Management

## Contract Details

**E-57-13**

SERVICE: Broker of Record - Insurance

NIFS ID #: LOBU 13000006NIFS Entry Date: 2/26/2013 Term: 11/1/2012 - 10/31/2017

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

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

## Agency Information

Vendor	
Name Arthur Gallagher d/b/a The Treiber Group	Vendor ID# 060989714
Address 377 Oak Street Garden City, New York 11530	Contact Person John Dina Phone 516-622-2530 Cell # 516-403-3013

County Department
Department Contact Roseann D'Alleva
Address 1 West Street Room 5 <sup>th</sup> Fl. Mineola, New York 11501
Phone 516-571-0525

## Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	FOR APPROVAL REQUIRED	
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	2/26/13	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/>	2/26/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3/5/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	3/5/13	<i>[Signature]</i>	
3/4/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	3/4/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3/4/13	LEG	Legislative Affairs	<input type="checkbox"/>	3/4/13	<i>[Signature]</i>	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	5/15/13	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	5/14/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	3/15/12	<i>[Signature]</i>	

Contract ID#: \_\_\_\_\_



Department: OMB/Risk Management

**Contract Summary**

<b>Description:</b>
Broker of Record - Insurance
<b>Purpose:</b>
Seek quotations and place insurance coverage at the direction of Nassau County. Provide consultation and advice on insurance related issues as requested by the County.
<b>Method of Procurement:</b>
Competitive bid.
<b>Procurement History:</b>
An RFP (# BU0821-1232) was posted, 5 companies expressed interest and 3 submitted proposals. Highest scored vendor was selected.
<b>Description of General Provisions:</b>
Place insurance coverage at the direction of Nassau County and provide consultation and advice on insurance related issues as requested.
<b>Impact on Funding / Price Analysis:</b>
5 year contract - Broker is compensated via a fixed 7% commission of the policy costs.
<b>Change in Contract from Prior Procurement:</b>
N/A
<b>Recommendation:</b>
Approve as submitted

**Advisement Information**

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	93
Transaction:	993

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$ .01
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ .01</b>

LINE	INDEX/DETAIL CODE	AMOUNT
1	BUGEN1500/93993	\$ .01
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
<b>TOTAL</b>		<b>\$ .01</b>

Document  
Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

<b>NIPS Certification</b>		<b>Comptroller Certification</b>	
I certify that this document was accepted into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	<i>Michael Cohen</i>	Name	<i>Steven J. Salviolo</i>
Date	<i>5/14/2013</i>	Date	<i>5/14/13</i>
		Name	<i>[Signature]</i>
		Date	<i>3/18/13</i>
		E #:	(For Office Use Only)

E-57-13

RULES RESOLUTION NO. 137 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU AND ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, INC. D/B/A THE TREIBER GROUP.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4/8/13  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber Group ("Treiber") to provide certain services related to insurance coverage, 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 said agreement with Treiber.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU AND ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, INC. D/B/A THE TREIBER GROUP.

WHEREAS, the County has negotiated a personal services agreement  
with Arthur J. Gallagher Risk Management Services, Inc. d/b/a The Treiber  
Group (“Treiber”) to provide certain services related to insurance coverage,  
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 said agreement with  
Treiber.

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### CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), and (ii) The Treiber Group, a division of Arthur J. Gallagher Risk Management Services, Inc., having an office located at 377 Oak Street, Garden City, New York 11530 (the "Contractor").

### WITNESSETH:

WHEREAS, the County through its Office of Risk Management ("Department") issued a Request for Proposals for insurance brokerage services; and

WHEREAS, the Contractor was selected to provide the County insurance brokerage services

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

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on November 1, 2012 and terminate on October 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The Contractor shall serve as Broker of Record for the County and provide the following services ("Services") as more fully described in the Request for Proposal, County RFP No. BU0821-1232, which is incorporated herein by reference and on file with the Department.
  - (a) The Contractor shall assist the County in identifying property and casualty risks and provide recommendations to reduce, assume or transfer those risks of loss.
  - (b) The Contractor shall negotiate and renew policies for insurance coverage that the County is mandated to carry, which shall include, without limitation, three Public Employee Blanket Bond policies for the Cities of Long Beach and Glen Cove and Nassau, a Public Official Bond for the Public Administrator, an Aviation policy, an Environmental policy for Bethpage Navy property and a General Liability and Umbrella policy for 106 Charles Lindbergh Blvd;
  - (c) The Contractor shall negotiate and purchase additional coverage from time to time based upon periodic reviews of the County's needs and circumstances;
  - (d) The Contractor shall assist the County in the preparation of its annual insurance budget.
3. Payment.
  - (a) Amount of Consideration. The Contractor shall be paid a commission equal to seven percent (7%) of the premium on any insurance policy renewed or purchased on behalf of the County. Such commission shall be paid solely by the insurance carrier.
  - (b) Market Service Agreements. The Contractor guarantees that it has not and will not enter into any market service agreements or enhanced commission arrangements regarding any insurance renewed or purchased for the County.
  - (c) Accounting. The Contractor shall provide a quarterly accounting of all commissions earned from the insurance policies renewed or purchased for the County.
  - (d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, the Contractor, following the termination of this Agreement, shall not be entitled to any fee or commission provided that the insurance placement was (i) made prior to termination, (ii) authorized by this Agreement to be made, and (iii) not made after the Contractor received notice that the County did not desire to receive such services.
  - (e) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in

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arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") 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, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor 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 Contractor 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 Contractor 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 Contractor is bound by and shall comply with the terms of Appendix BE 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 Contractor agrees as follows:

- (i) Contractor 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. Contractor 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 Contractor to inform the County of any material changes in the content of its certification of compliance 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 Contractor acknowledges that Contractor 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 Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate.

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

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor 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 Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor 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 Contractor or a Contractor 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 Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Contractor shall, and shall cause Contractor 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 Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined

limit 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; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor 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 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor 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 Contractor 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 Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor 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 Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor 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.

10. 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.

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

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

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

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

12. Accounting Procedures; Records. The Contractor 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 Contractor 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.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified

above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. 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),

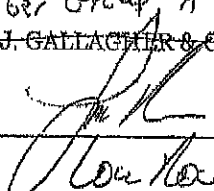
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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


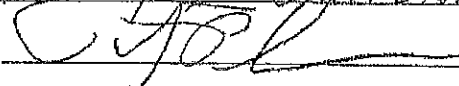
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Treiber Group, A Division of Arthur J.  
ARTHUR J. GALLAGHER & CO. OF N.Y., INC. Gallagher  
Risk Management  
Services, Inc.  
By:   
Name: John Hart  
Title: Area President  
Date: 2/6/13

NASSAU COUNTY

By:   
Name:   
Title: County Executive  
☐ Deputy County Executive  
Date: 2/14/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)99.7

COUNTY OF NASSAU)

On the 8<sup>th</sup> day of February in the year 2013 before me personally came Lou Poca to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Area President of the Teiber Group, LLC. Arthur J. Edmonds 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.

101000 Ziegler

TERESA J ZIEGLER

Notary Public in and for the State of New York

No. 100,000 10-1-36

Qualified in: Frederick County

## City Commission Ends December 15

2013

STATE OF NEW YORK)

1881

COUNTY OF NASSAU )

On the 14<sup>th</sup> day of FEBRUARY in the year 2013, before me personally came Timothy R. Sullivan 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

JOSEPH DEVITO  
Notary Public, State of New York  
No. 4736102

No. 4736393

Qualified in Westchester County

Commission Expires July 31, 2013



## **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 arbitrator's 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:

LOW ROCA (Name)  
6 The Treiber Group ADD Arthur J Galbgher (Address)  
(516) 745-0800 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassan 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:

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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.

Dated

2/6/13

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

8<sup>th</sup> day of February, 2013

Notary Public

Teresa J. Ziegler

TERESA J. ZIEGLER  
Notary Public - State of New York  
No. 01216103028  
Qualified in Nassau County  
My Commission Ends December 15, 2015

**CLIENT OPT-OUT ELECTION**  
**Supplemental or Contingent**

Dated : January 17, 2013

The undersigned client of the undersigned retail brokerage subsidiary of Arthur J. Gallagher & Co. ("Gallagher") requests that the insurance policy(ies) issued by the insurance company(ies) indicated below, insuring the risks listed below in the column titled "INSURANCE COVERAGE" for each such insurance company, be **EXCLUDED** from the following forms of additional compensation that may be payable to Gallagher (SELECT A or B, or Both):

- A.   X   Supplemental commissions
- B.   X   Contingent commissions

INSURANCE COMPANY	INSURANCE COVERAGE
The Standard Life Ins. Co. of NY	Disability (GBS)
National Union Fire Ins. Co. of Pitts. PA	Aviation
The Hanover Ins. Co.	Package & Umbrella
Philadelphia Indemnity Ins. Co.	General Liability & Umbrella
United States Fire Ins. Co.	Accident (Flood)
Travelers Casualty & Surety Co. of Amer.	Surety Bond - City Long Beach
Travelers Casualty & Surety Co. of Amer.	Surety Bond - City Glen Cove
Travelers Casualty & Surety Co. of Amer.	Surety Bond - Nassau Community College
Executive Risk Indemnity, Inc.	Directors' & Officers' - NCTSC (ARC)
The Hanover Ins. Co.	Surety Bond - Shila Shah-Gavnaudias

Nassau County

By: Roseann D'Alleva

Roseann D'Alleva  
Acting Budget Director  
County of Nassau  
Office of Management and Budget  
One West Street  
Mineola, New York 11501-4248

Submitted by: John R. Dina / Gallagher Garden City

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Incorporated:** Illinois  
**Date:** 12/10/47  
**Ownership:** 100% Arthur J. Gallagher Brokerage & Risk Management Services, LLC  
**Federal ID #:** 36-2102482  
**DUNS #:** 07-442-4540

**CAPITAL STOCK:**

**Common**

Price/Par Value: \$10.00

Authorized: 650

Outstanding: 370

**DIRECTORS:**

James S. Gault  
David E. McGurn, Jr.

Director

Director

**OFFICERS:**

Thomas J. Gallagher  
F. Michael Henthorn  
James G. McFarlane  
Douglas B. Brown  
Mitchell L. Brashier  
Walter P. Bryce  
M. Keith Barton  
Carl E. Fasig  
Jerome S. Hanner  
Joel C. Kornreich  
David L. Marcus  
Paul F. Wasikowski  
Steven C. Wennerstrum  
Lisa A. Coyne  
Theresa A. Snow  
Michael J. Fisch  
Steven R. Smith  
James D. Pagliai  
Jeffery Larson  
Dwayne McCallum  
Jack H. Lazzaro  
Richard C. Cary  
April Hanes-Dowd  
Rex W. Martin

President / Midwest Regional Manager  
Vice President / South Central Regional Manager  
Vice President / West Coast Regional Manager  
Vice President / Northeast Regional Manager  
Vice President / South East Regional Manager  
Vice President -- Business Development  
Vice President -- Chief Financial Officer  
Vice President  
Vice President  
Vice President  
Vice President  
Vice President - Tax  
Vice President and Chief Operating Officer  
Assistant Vice President - Tax  
Assistant Vice President  
Regional Chief Financial Officer (Midwest)  
Regional Chief Financial Officer (South Central)  
Regional Chief Financial Officer (West Coast)  
Regional Chief Financial Officer (South East)  
Regional Chief Financial Officer (North East)  
Treasurer  
Controller  
Secretary  
Assistant Secretary

**Primary Address:**

Two Pierce Place  
Itasca, Illinois 60143



**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Arthur J. Gallagher – Chicago Office**

**Primary Address:**

300 S. River Side Plaza  
Chicago, IL 60606

John A. Durkin  
Michael R. Pesch

Area President  
Area President

**Professional Liability Division**

Phillip N. Norton  
Marcia L. Hahn  
Louis J. Roi

Vice Chairman  
Vice President  
Vice President

**Public & Non-Profit Division**

Cynthia L. LaMantia

Area President

**Higher Education**

John P. McLaughlin  
Teresa K. Koster

Division President  
Division President

**GHIS - Itasca**

Randall M. Nukk

Area President

**Atlanta, GA Office**

**Primary Address:**

1117 Perimeter Center West, W201  
Atlanta, GA 30338

Jeffrey R. Zito  
John F. Barry

Area President  
Area Senior Vice President

**Baton Rouge, LA Office**

**Primary Address:**

235 Highlandia Drive, Suite 200  
Baton Rouge, Louisiana 70810

Benjamin M. Lemann  
Numa J. Triche  
Terry M. Duke  
James J. Brien  
Richard C. Krupp

Area President (Baton Rouge & Lake Charles)  
Area President (Metairie and Lafayette)  
Area President (Monroe)  
Area President (Plattenville)  
Area Senior Vice President (Lafayette)

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Bellevue/Tacoma, WA Offices**

**Primary Address:**

777 108<sup>th</sup> Avenue NE  
Suite 200  
Bellevue, WA 98004

1015 A Street, Suite #800  
Tacoma, WA 98402

Darin M. Puryear  
Curtis J. Dyckman

Area President  
Area Chairman

**Birmingham, AL Office**

**Primary Address**

2200 Woodcrest Place, Suite 200  
Birmingham, AL 35209

William S. Dedson, Jr.  
Martha L. Acker

Area President  
Area Senior Vice President

**Boca Raton/Miami, FL Office**

**Primary Address:**

One Boca Place  
2255 Glades Road, Suite 400 E  
Boca Raton, Florida, 33431

Gary Van der Voort  
Cynthia M. Tench

Area Chairman  
Area Assistant Vice President & Area Controller

**Boston, MA Office**

**Primary Address:**

125 Broad Street  
Boston, MA 02110

Gregory O. Hunter

Area President

**Charlotte, NC Office**

**Primary Address:**

Two Morrowcroft Centre  
4064 Cofony Road, Suite 450  
Charlotte, NC 28211

Thomas S. Carpenter  
Elizabeth B. Carpenter

Area President  
Area Senior Vice President

**Cleveland, OH Office**

**Primary Address:**

2 Summit Park Drive  
Independence, OH 44131

Kevin D. Fink

Area President

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Fort Washington, PA Office**

**Primary Address:**

1300 Virginia Drive  
Fort Washington, PA 19034

William J. Carey Jr.  
Edmund E. Lynch Jr.

Area President  
Vice President

**Grand Rapids, MI Office**

**Primary Address:**

300 Ottawa NW, Suite 301  
Grand Rapids, MI 49503-2308

James R. Isaacs  
Angela M. Ciaramitaro

Area President  
Branch Controller

**Greensboro NC, Office**

**Primary Address:**

901 Battleground Ave.  
Greensboro, NC 27408

W. Wayne Roberts

Area President

**Hartford, CT Office**

**Primary Address:**

Hartford Square North  
10 Columbus Blvd.  
Hartford, CT 06106

Dwayne McCallum

Area Vice President & Regional Chief Financial Officer

**Healthcare Houston, TX Office**

**Primary Address:**

9821 Katy Freeway, Suite 700  
Houston, TX 77024

Erik A. Burt  
Donovan R. Weger

Area President  
Vice President

**Houston/Spring, TX Offices**

**Primary Addresses:**

1900 West Loop South, Suite 1600  
Houston, Texas 77027

7007 Wimbledon Estates Drive  
Spring, TX 77379

Michael D. Arnold  
Jerry Y. Bates  
C. Stuart Wallace  
William D. Newman

Area President (Houston)  
Vice President (Houston)  
Vice President (Houston)  
Area President (Spring)

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Jackson, MS Office**

**Primary Address:**

750 Woodlands Parkway, #200  
Ridgeland, MS 39157

Kent D. Edgecombe  
Glenda M. Burris

Area President  
Branch Controller

**Johnstown, PA Office**

**Primary Address:**

551 Main Street, Suite 204  
Johnstown, PA 15907

Robert A. Gleason, Jr.  
Michael P. Gleason  
Jane E. Gleason

Area President  
Area Vice President  
Area Vice President

**Kansas City, MO Office**

**Primary Address:**

2345 Grand Boulevard, Suite 900  
Kansas City, MO 64108

Bret V. VanderVoort  
Christopher M. Miller

Area President  
Area President

**Little Rock, AR Office**

**Primary Address:**

One Riverfront Place, Suite 707  
North Little Rock, AR 72114

Terry M. Duke

Area President

**Las Vegas, NV (AIS) Office**

**Primary Address**

9515 Hillwood Drive  
Las Vegas, NV 89134

Scott Firestone  
Teresa K Heckart  
Ronald A Hill  
Bradley A Meinhardt

Area President  
Area Chief Operating Officer  
Area Chaitman  
Area President

**Miami, FL Office (AIS)**

**Primary Address**

147221 S.W. 120th Street, Suite 115  
Miami FL 33186

William F. Willer

Area President

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Media, PA Office**

**Primary Address:**

40 West Front Street  
Media, PA 19063

Patrick V. Larkin  
Deldre Frederick

Area President  
Vice President

**Midland, TX Office**

**Primary Address**

110 N. Marlenfield, Suite 300  
Midland, TX 79701

Harold Binggeli

Area President

**Milwaukee, WI Office**

**Primary Address:**

18000 W. Sarah Lane, Suite 100  
Brookfield, WI 53045

David R. Koberstein

Area President

**Minneapolis, MN Office**

**Primary Address:**

3600 American Blvd., Suite 500  
Bloomington, MN 55431

Patrick M. Kennedy

Branch Manager

**Nashville, TN Office**

**Primary Address:**

5500 Maryland Way, Suite 330  
Brentwood, TN 37027

Frank S. Caruso  
Karin B. Jones

Area President  
Branch Controller

**New York Offices**

Thomas R. Tyrrell  
Cynthia E. Antoinette  
Charles C. Leach, III  
Lance Becker  
Robert F. Walker  
Karen C. McDermott  
Patrick D. Walsh  
Diane K. Warren  
John G. Betz  
Richard J. Halluska  
H. Craig Treiber  
Lou Roca

Area President (Albany)  
Area Vice President (Albany)  
Area Vice President (Albany)  
Area President (New York City)  
Area Executive Vice President (New York City)  
Area Vice President (New York City)  
Area President (White Plains)  
Area Vice President (White Plains)  
Area President (Melville)  
Area Vice President (Melville)  
Area President (Garden City)  
Area President (Garden City)

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**Orlando, FL Office**

**Primary Address:**

200 South Orange Avenue, Suite 350  
Orlando, FL 32801

Gregory Butterfield  
Peter A. Doyle  
Michele E. Montgomery

Area Chairman  
Area President  
Area Vice President

**Parsippany, NJ Office**

**Primary Address:**

35 Waterview Boulevard  
Parsippany, NJ 07054

Marguerite F. McIntyre  
Paul J. Miola  
William F. Ryan, Jr.

Area President (Parsippany)  
Area President (Marlton/Public Entity)  
Vice President (Marlton/Public Entity)

**Phoenix, AZ Satellite Branch Office**

**Primary Address**

426 North 44th Street - Suite 320  
Phoenix, AZ 85008

Susan A. Daley

Area President

**Seattle, WA Office**

**Primary Address**

2825 Eastlake Ave, Suite 110  
Seattle, WA 98102

Robert S. Taylor  
Bruce A. Thiffault

Area President  
Area Executive Vice President

**Sioux City/West Des Moines, IA Offices**

**Primary Address:**

4280 Sergeant Road, Suite 200  
Sioux City, Iowa 51102

1415 28<sup>th</sup> Street, #300  
West Des Moines, IA 50266

Kent M. Rosenberg  
Michael L. McCoy  
Henry B. Tygar  
Lisa A. Streck

Area Chairman (Des Moines)  
Area President (Des Moines)  
Area President (Sioux City)  
Branch Controller (Sioux City)

**Stamford, CT Office**

**Primary Address:**

40 Richards Avenue, 6<sup>th</sup> Floor  
Norwalk, CT 06854

Lynn M. Cagnetta

Vice President

**ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**St. Louis, MO Office**

**Primary Address:**

12444 Powerscourt Drive  
St. Louis, MO 63131-9998

Joseph E. Lampen  
Debbie Bosslet

Area President  
Branch Controller

**Tampa, FL Office**

**Primary Address:**

4904 Eisenhower Blvd., Suite 250  
Tampa, FL 33634

John J. Liston  
Randi L. Watson

Area President  
Vice President

**Tulsa, OK Office**

**Primary Address:**

1300 S. Main Street  
Tulsa, Oklahoma 74119

Jay A. Eshelman

Area President

**Wilmington, NC Office**

**Primary Address:**

1430 Commonwealth Dr.  
Wilmington, NC 28403

Walker Taylor IV  
Katherine G. Taylor

Area President  
Area Senior Vice President

## AMENDMENT NO. 2

AMENDMENT No. 2 (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Arthur J. Gallagher Risk Management Services, Inc., having an office located at One Jericho Plaza, Suite 200, Jericho, New York 11753 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000006 between the County and the Contractor, executed on behalf of the County on February 14, 2013, as amended by amendment one (1) County contract CLBU17000003, executed on behalf of the County on July 26, 2017 (collectively, the "Original Agreement"), the Contractor provides insurance brokerage services to the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 1, 2012 until October 31, 2018, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the County desires to extend the Original Term and amend the Compliance with Law section of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be October 31, 2019, subject to earlier termination as provided for under the Amended Agreement.

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

(f) 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 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.

(g) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, 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.

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

[Remainder of Page Intentionally Left Blank.]

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

ARTHUR J. GALLAGHER RISK MANAGEMENT  
SERVICES, INC.

By: *Richard Famigletti*  
Name: Richard Famigletti  
Title: Area President  
Date: January 9, 2019

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)SS.:

On the 9th day of January In the year 2019 before me personally came Richard Famigletti 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 the Area President of Arthur J. Gallagher Risk Management Services, Inc., 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

Stella Mary Tamborello  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01TA6360474, Qualified in ~~New York~~ County  
Certificate Filed in New York County  
Commission Expires June 19, 2021

STATE OF NEW YORK)

22.)

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

# ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. Illinois

## Entity Vitals

Entity Name ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.  
Domestic Jurisdiction Illinois  
Country United States  
Entity Type Corporation  
Formation Date 12-10-1947  
Federal Tax ID 36-2102482  
Status Active - Non Dormant  
Registered Agent The Prentice-Hall Corporation System, Inc.  
Acronym AJGRMS  
Business Group GGB-US  
Business Purpose Insurance Agency and Brokerage  
Fiscal Year End December 31  
Address 2850 Golf Road, Rolling Meadows, IL 60008

## Management Structure

Name	Title	Address
Gault, James S.	Director	2850 Golf Road, Rolling Meadows, IL 60008
Wennestrum, Steven C.	Director	2850 Golf Road, Rolling Meadows, IL 60008
Gault, James S.	President	2850 Golf Road, Rolling Meadows, IL 60008
Hanes-Dowd, April	Secretary	2850 Golf Road, Rolling Meadows, IL 60008
Lazzaro, Jack H.	Treasurer	2850 Golf Road, Rolling Meadows, IL 60008
Barton, M. Keith	Vice President and Chief Financial Officer	2850 Golf Road, Rolling Meadows, IL 60008
Byrce, Walter P. Jr.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Cary, Richard C.	Controller	2850 Golf Road, Rolling Meadows, IL 60008
Coyne, Lisa A.	Assistant Vice President of Tax	2850 Golf Road, Rolling Meadows, IL 60008
Hanner, Jerome S.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Kornreich, Joel C.	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Richardson, Cara	Vice President	2850 Golf Road, Rolling Meadows, IL 60008
Wasikowski, Paul F.	Vice President of Tax	2850 Golf Road, Rolling Meadows, IL 60008
Wennestrum, Steven C.	Vice President and Chief Operating Officer	2850 Golf Road, Rolling Meadows, IL 60008

## Owners

Owner Name	Security Name	Balance	Percent Owned
ARTHUR J. GALLAGHER BROKERAGE & RISK MANAGEMENT SERVICES, LLC	Common Stock	\$70.000000	100.000000


LAURA CURRAN  
COUNTY EXECUTIVE



ANDREW PERSICH  
BUDGET DIRECTOR

OFFICE OF MANAGEMENT AND BUDGET  
ONE WEST STREET  
MINEOLA, NEW YORK 11501  
(516) 571-0462  
FAX: (516) 571-6016

**TO:** Robert Cleary

**FROM:** Irfan Qureshi, Sr. Deputy Budget Director 

**DATE:** 07/23/2020

**SUBJECT:** Arthur Gallagher CLBU20000002 (Delay Memo)

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Please be advised this memo is in response to your request for a "delay memo" to explain the retroactivity of the above-mentioned contract. The delay was caused by the untimely submission of disclosure forms by the vendor.

Irfan Qureshi