

AMENDMENT NO. 5

WHEREAS, Suffolk County Community College ("College") and the Law Offices of Thomas M. Volz, PLLC, now known as Volz & Vigliotta, PLLC ("Contractor") entered into an Agreement on September 14, 2018 wherein Contractor agreed to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("Services"); and

WHEREAS, the parties previously executed Amendments No. 1, 2, 3, and 4 to extend the term thereof to September 9, 2023; and

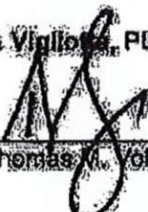
WHEREAS, the College and Contractor desire to further extend the term of the Agreement for an additional one (1) year upon the same terms and conditions as the original agreement, except as modified herein;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1. The term of the Agreement shall be extended for one (1) year for the period beginning **September 10, 2023 through September 9, 2024**.
2. Effective as of September 10, 2023, the Agreement, at Exhibit D, paragraph 2 (pg. 19), and Exhibit E, paragraph 3 (pg. 20) shall reflect a revised blended hourly rate for partners and associates as follows: **\$245.00**.
3. All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

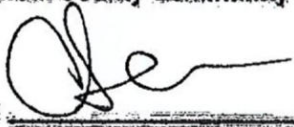
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below:

Volz & Vigliotta, PLLC

By: 
Thomas M. Volz, Esq.

Date: 9/25/2023

Approved as to Legality:
Suffolk County Community College

By: 
Ashley C. Pope
College General Counsel


Date: 9/25/2023

Suffolk County Community College

By: 
Edward T. Bonahue, Ph.D.,
President

Date: 9/28/23

Approved:
Suffolk County Community College

By: 
Sara E. Gorton, CPA
Interim Vice President for Business and
Financial Affairs

Date: 9/26/23

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and the Law Offices of Thomas M. Volz, PLLC, now known as Volz & Vigliotta, PLLC ("Contractor") entered into an Agreement on September 14, 2018 wherein Contractor agreed to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("Services"); and

WHEREAS, on October 28, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to September 9, 2020, and

WHEREAS, on August 7, 2020, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to September 9, 2021, and

WHEREAS, on July 26, 2021, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to September 9, 2022, and

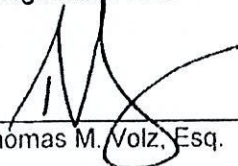
WHEREAS, the College and Contractor desire to further extend the term of the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 10, 2022 through September 9, 2023**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Volz & Vigliotta, PLLC

By: 
Thomas M. Volz, Esq.


Date: _____

**Approved as to Legality:
Suffolk County Community College**

By: 
Alicia S. O'Connor
College Deputy General Counsel

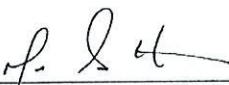
Date: 8/12/2022

Suffolk County Community College

By: 
Edward T. Bonahue, Ph.D.
President

Date: 8/17/22

**Approved:
Suffolk County Community College**

By: 
Mark D. Harris, DBA
Vice President for Business and Financial
Affairs

Date: 08.12.2022

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and the Law Offices of Thomas M. Volz, PLLC, now known as Volz & Vigliotta, PLLC ("Contractor") entered into an Agreement on September 14, 2018 wherein Contractor agreed to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("**Services**"); and

WHEREAS, on October 28, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to September 9, 2020, and

WHEREAS, on August 7, 2020, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to September 9, 2021, and

WHEREAS, the College and Contractor desire to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.


NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:


- 1) The term of the Agreement shall be extended for the period beginning **September 10, 2021 through September 9, 2022**; and
- 2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Volz & Vigliotta, PLLC

Suffolk County Community College

By: 
Thomas M. Volz, Esq.

By: 
Dr. Edward Bonahue
President

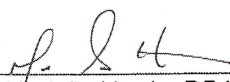
Date: 7.26.21

Date: 7/26/21

**Approved as to Legality:
Suffolk County Community College**

**Approved:
Suffolk County Community College**

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

By: 
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: 07/26/2021

Date: 07.26.2021

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and The Law Offices of Thomas M. Volz, PLLC ("Contractor") entered into an Agreement on September 14, 2018 wherein Contractor agreed to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("Services"); and

WHEREAS, on October 28, 2019, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to September 9, 2020, and

WHEREAS, the College desires to further extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 10, 2020 through September 9, 2021**; and
- 2) All other terms and conditions of the original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

The Law Offices of Thomas M. Volz, PLLC

Suffolk County Community College

By: 
Thomas M. Volz, Esq.


By: 
Louis J. Petrizzo
Interim President

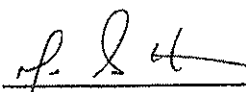
Date: _____

Date: 08/07/2020

**Approved as to Legality:
Suffolk County Community College**

**Approved:
Suffolk County Community College**

By: 
Alicia S. O'Connor
College Deputy General Counsel

By: 
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: 08/07/2020

Date: 8.7.2020

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and The Law Offices of Thomas M. Volz, PLLC ("Contractor") entered into an Agreement on September 14, 2018 wherein Contractor agreed to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("Services"), and

WHEREAS, the College desires to extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto, as follows:

- 1) The term of the Agreement shall be extended for the period beginning **September 10, 2019 through September 9, 2020**; and
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment No. 1 as of the latest date written below.

The Law Offices of Thomas M. Volz, PLLC

FID #:

Tel.: (631) 368-2700

By: _____

Thomas M. Volz, Esq.

Date: 10.22.19

Suffolk County Community College

By: _____

Louis J. Petrizzo
Interim President

Date: 10/28/19

**Approved as to Legality:
Suffolk County Community College**

By: _____

Alicia S. O'Connor
Deputy General Counsel

Date: 10/24/19

**Approved:
Suffolk County Community College**

By: _____

Mark Harris
Vice President for Business and
Financial Affairs

Date: OCT 25 2019

AGREEMENT

This Agreement ("Agreement") is between **Suffolk County Community College** ("College"), having its principal office at 533 College Road, Selden, NY 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk** ("County"), a municipal corporation of the State of New York, and

The Law Offices of Thomas M. Volz, PLLC ("Contractor"), a New York professional service limited liability company, having its principal place of business at 280 Smithtown Boulevard, Nesconset, New York 11767.

The parties hereto desire for Contractor to provide legal services to Suffolk County Community College's Board of Trustees on an as-needed basis ("Services").

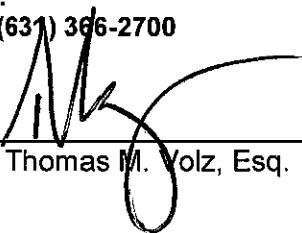
Term of Agreement: September 10, 2018 through September 09, 2019, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall not exceed amounts as set forth in Exhibit E, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through F attached hereto and made a part hereof.

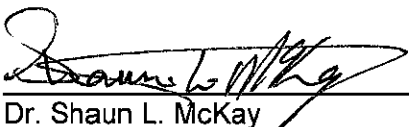
In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

The Law Offices of Thomas M. Volz, PLLC
FID #:
Tel.: (631) 366-2700

By: 
Thomas M. Volz, Esq.

Date: 9.11.18

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

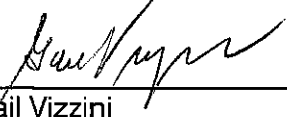
Date: 9/14/18

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 09/14/18

Approved:
Suffolk County Community College

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: SEP 13 2018

LIST OF EXHIBITS

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. Copyrights and Patents

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

Exhibit C

Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

Exhibit D

Description of Services

1. Scope of Representation
2. Billing Statements
3. Resolution of Fee Disputes

Exhibit E

Payment Terms and Conditions

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Specific Payment Terms and Conditions

Exhibit F

Suffolk County Community College Board of Trustees Resolution No. 2018.39

EXHIBIT A
General Terms and Conditions

Whereas, the College issued a Request for Qualifications ("RFQ") on January 16, 2018 for legal services for the Board of Trustees; and

Whereas, Contractor submitted a proposal, dated February 9, 2018, in response to such RFQ; and

Whereas, the Contractor has been selected to provide the services as set forth herein; and

Whereas, pursuant to Resolution No. 2018.39, the College Board of Trustees authorized a contract with Contractor for the legal services described herein (see, Exhibit F).

Now therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

In accordance with the College's RFQ and Contractor's proposal submitted in response thereto, both of which are incorporated herein by reference, Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.

- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the negligent acts or omissions of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

The College and/or County, to the extent permitted by law, agrees to indemnify and hold Contractor harmless from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the negligent acts or omissions of the College in connection with the services described or referred to in this Agreement. College shall defend Contractor and its officers, officials, employees and consultants, in any suit, including appeals arising out of negligent acts or omissions of the College, or at Contractor's option, pay reasonable attorney's fees for defense of any such suit arising out of the negligent acts or omissions of the College, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any

such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the County for Contractor. Unless otherwise specified by the College and/or the County and agreed to by Contractor, in writing, such insurance shall be as follows:
 - i. **Professional Liability** insurance in an amount not less than One Million Dollars (\$1,000,000.00) on either a per occurrence or claims made coverage basis.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact

Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.

- e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint,

serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall

ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College and/or the County reserves, and Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College and/or the County reserves, and Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.

- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or the Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Dennis M. Brown
Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

1. Scope of Representation

In accordance the College's RFQ and Contractor's proposal, dated February 9, 2018, submitted in response thereto, both of which are incorporated herein by reference, Contractor shall provide legal services to Suffolk County Community College's Board of Trustees, on an as-needed basis, in the event of a conflict of interest which would disqualify the College's Office of Legal Affairs and/or the Suffolk County Attorney from providing such legal services.

2. Billing Statements

Contractor will provide, periodic detailed documentation of its services. The billing statements will indicate the work performed during the time period covered by the statement, the attorney who performed the work, and the amount of time devoted to the work performed. Contractor will maintain contemporaneous billing records. Services will be rendered at a blended hourly rate for partners and associates of \$225.00.

Expenses may include filing fees, necessary postage and large photocopying projects at \$.10 per page. There will be no charge for clerical support.

3. Resolution of Fee Disputes

In accordance with Part 137 of the Rules of the Chief Administrator of the Courts, the College has the right to request arbitration of any dispute regarding fees charged by Contractor where the fees in dispute are between \$1,000.00 and \$50,000.00. In the event such a dispute arises and the parties are unable to reach an agreement, Contractor will forward to the College a written Notice of Client's Right to Arbitrate as provided under Part 137.

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present a claim form supplied by the College and approved for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved voucher under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

3. Specific Payment Terms and Conditions

Billing Rates

Blended hourly rate for partners and associates of \$225.00.

Expenses may include filing fees, necessary postage and large photocopying projects at \$.10 per page.

There will be no charge for clerical support.

End of Text for Exhibit E

EXHIBIT F

Contract No. 19-CC-023



BOARD OF TRUSTEES

June 21, 2018

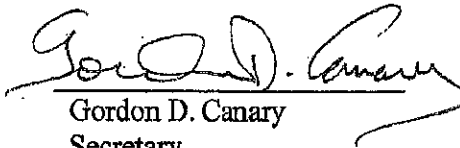
RESOLUTION NO. 2018.39 - Authorizing an Agreement with The Law Offices of Thomas M. Volz, PLLC

WHEREAS, the Board of Trustees has determined that legal counsel should be retained to provide services to the Board in the event a matter arises requiring special expertise or in the event of a conflict of interest, and the College General Counsel/Executive Vice President concurs with this determination, and

WHEREAS, the College has issued a Request for Qualifications (RFQ) for legal services, and

WHEREAS, four (4) firms responded to the RFQ, and the Evaluation Committee, comprised of members of the Governance Committee, reviewed the responses and determined that the response submitted by the Law Offices of Thomas M. Volz, PLLC, best meets the needs of the College, be it therefore

RESOLVED, that the College President or his designee is hereby authorized to enter into a contract with the Law Offices of Thomas M. Volz, PLLC to provide legal services to the Board of Trustees, on an as-needed basis, and such contract shall be on such terms and conditions as shall be approved by the College General Counsel/Executive Vice President.


Gordon D. Canary
Secretary

End of Text for Exhibit F