



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

Please see Addendum #1.

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

Please see Addendum #1.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Please see Addendum #2 (Amended)

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Provide information, including costs and possible revenue generation, through meetings, telephone calls and written communications regarding the goods and services to our clients. Actively support or oppose executive and/or legislative proposals which would benefit or adversely affect our clients and their future business opportunities.

This applies to all clients listed in Addendum #2 (Amended).

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County Executive  
Nassau County Legislative  
Nassau County Board of Elections  
Nassau County Attorney's Office  
Nassau County Department of Assessment  
Nassau County Department of Human Services

Davidoff Hutcher & Citron LLP  
Lobbyists Engaging Nassau County  
Addendum # 1

Name	Address	Phone Number	Registered to Lobby in
Charles Capetanakis	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State
Sean Crowley	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
Sid Davidoff	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
Arthur Goldstein	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County New York City New York State Federal
John B. Kiernan	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State Federal
Stephen A. Malito	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State Federal
Nicole L. Weingartner	Davidoff Hutcher & Citron LLP 605 Third Avenue New York, New York 10158	212-557-7200	Nassau County Suffolk County New York City New York State

Davidoff Hutcher & Citron LLP Clients  
 Clients Represented in Nassau County  
 Addendum #2

Name	Address	Phone Number
Election Systems & Software	11208 John Galt Blvd. Omaha, NE 68137	1-877-377-8683
Nassau Village Officials Association	P.O. Box 484 New Hyde Park, NY 11040-5572	516-437-1455
Castagna Realty Co., Inc.	2110 Northern Blvd., Suite 201 Manhasset, New York 11030	516-627-6700
Syosset Park Development, LLC c/o Simon Property Group, Inc. (FKA Oyster Bay Realty)	225 West Washington Street, 14th Floor Indianapolis, IN 46204	317-263-7083
RELX Inc. and affiliated entities including subsidiary Elsevier (FKA Reed Elsevier Inc. et. al.)	1150 18th Street, NW, Suite 600 Washington, DC 20036	202-857-8235
Family Residences and Essential Enterprises, Inc. (FREE)	191 Bethpage Sweet Hollow Road Old Bethpage, New York 11804	516-870-1600
North Shore Board of Education	112 Franklin Avenue Sea Cliff, New York 11579	516-277-7801
A. Vournou Construction Management Group LLC	6500 Jericho Turnpike Syosset, New York 11791	516-513-1262
SCO Family of Services	1 Alexander Place Glen Cove, New York 11542	516-671-1253



DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW

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NEW YORK, NEW YORK 10158

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WASHINGTON, D.C.  
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(202) 347-1117

WRITER'S DIRECT: (646) 428-3285  
E-MAIL: sec@dhclegal.com

June 26, 2017

Rose Anello, Chief Strategy Officer  
SCO Family of Services  
1 Alexander Place  
Glen Cove, New York 11542



Re: Lobbying Retainer Agreement

Dear Ms. Anello:

This letter shall serve as the retainer for Davidoff Hutcher and Citron LLP ("DHC") to provide government relations and lobbying services for SCO Family of Services ("SCO"). Specifically, DHC will represent SCO before the Office of the Governor of the State of New York/ Office of the Mayor of New York City, New York State/ City Legislatures and State/ NY city administrative agencies.

The period of this retainer agreement is from July 1st, 2017 through June 30th, 2018. Our firm shall be paid in monthly installments of \$7,500.00 commencing July 1<sup>st</sup>, 2017. Please note this retainer agreement becomes effective when all parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

In addition to the fixed fee payments above, during the course of our representation, costs may be incurred for which you will be responsible. Costs are such items as messenger fees, filing fees, long distance telephone calls, photocopying, etc. You will be billed separately for all costs incurred on your behalf.

The State of New York has adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a fee dispute be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

It is understood and agreed that this retainer involves lobbying services and does not involve litigation or other traditional legal services. It is also understood that fees paid to DHC pursuant to this agreement are not and cannot be contingent on the passage, defeat or approval of any legislation or regulation. Such contingent fees are prohibited under New York law. In addition, State law requires the filing of this lobbying retainer with the New York State Joint Commission on Public Ethics. You understand that we in no way guarantee any result or outcome regarding the subject matter of this retainer agreement.

Pursuant to the provisions of the New York City Administrative Code ("Administrative Code") and the laws of the State of New York ("State Laws"), certain of the tasks to be undertaken by the firm pursuant to this retainer agreement may be deemed to be "lobbying activities" and require registration with, respectively the New York City Clerk and the New York State Joint Commission On Public Ethics. The lobbying laws also require the periodic reporting of lobbying activities as well as the compensation received and expenses incurred in connection with such activities. The law also requires that you, as the client, shall file an annual report concerning the fees and expenses paid to the firm. To the extent registration is required you agree to fully cooperate with respect to all requirements of the Administrative Code and the State Laws as set forth below.

New York State filing reports as follows: New York State Joint Commission on Public Ethics; Semi-annual report must be filed by July 15<sup>th</sup> of the current year AND by the 15<sup>th</sup> day of January of the following year. The New York City Clerk requires a client annual due in January of the following year. Our office will be sending out a letter(s) reminding you of these deadlines and will assist you with these filings.

The City Clerk's procedures for registration require that clients enroll in the City's on-line lobbyist registration system. You agree that you will comply with this client enrollment requirement within (5) five days of receiving notification from the firm. Your failure to fulfill this enrollment obligation will prevent the firm from fulfilling our registration obligation in violation of the law, and, therefore, we cannot undertake any activities under this retainer agreement that are defined as lobbying until the enrollment and registration requirements are met. We will assist you with respect to fulfilling your enrollment obligation as well as satisfying your annual reporting requirements.

With respect to confidentiality issues, DHC recognizes and acknowledges that the services SCO performs for its clients are confidential and are to follow all Health Insurance Portability and Accountability Act (HIPAA) privacy and security regulations. The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

DHC agrees that, except as directed by SCO or as required by law, he/she will not at any time during or after the term of this Agreement disclose any Confidential



DAVIDOFF HUTCHER & CITRON LLP  
Rose Anello  
June 26, 2017  
Page 3

Information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports or any documents prepared by him/her or that come into his/her possession or under his/her control by reason of his/her services, and that upon termination of this Agreement he/she will turn over to SCO all documents, papers and other matter in his/her possession or control that relate to the Clients of SCO, without retaining any copies thereof.

In order for us to file this 2017 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

Truly yours,



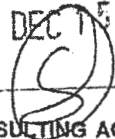
Sean Crowley

Agreed to 6 day of July, 2017



Rose Anello, Chief Strategy Officer



RECEIVED  
DEC 15 2017  
BY: 

SIXTH AMENDMENT TO CONSULTING AGREEMENT

This Sixth Amendment ("Sixth Amendment") shall be deemed a material part of that certain Consulting Agreement by and between Election Systems & Software, LLC., a Delaware limited liability company ("ES&S") and Davidoff, Hutcher & Citron, LLP., a New York limited liability partnership ("Consultant"), dated July 8, 2011 ("Initial Agreement") as amended by that certain First Amendment to Agreement dated July 20, 2012 ("First Amendment"), as further amended by that certain Second Amendment dated December 9, 2013 ("Second Amendment"), as further amended by that certain Third Amendment dated December 8, 2014 ("Third Amendment"), as further amended by that certain Fourth Amendment dated November 10<sup>th</sup>, 2016 ("Fourth Amendment"), and as further amended by that certain Fifth Amendment dated December 9, 2016 ("Fifth Amendment"). (The Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to herein as the "Agreement.") The terms of this Sixth Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Consultant performs consulting and lobbying services for ES&S under the terms and conditions set forth in the Agreement;

WHEREAS, both ES&S and Consultant wish to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Agreement is a valid and subsisting agreement between ES&S and Consultant and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby specifically incorporated into, and deemed a material part of this Amendment.
2. Term. Paragraph 6 of the Agreement is hereby amended by deleting the first sentence and replacing it with the following:

"This Agreement will begin on the 8th day of July, 2011, and will remain in full force through December 31, 2018, subject to the following termination rights."

3. Continuing Validity of Agreement. Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 14<sup>th</sup> day of December, 2017.

ELECTION SYSTEMS & SOFTWARE, LLC  
a Delaware limited liability company

By:   
Its: VP of Finance

DAVIDOFF, HUTCHER & CITRON, LLP  
a New York limited liability partnership

By:   
Its: 





DAVIDOFF HUTCHER & CITRON LLP

ATTORNEYS AT LAW  
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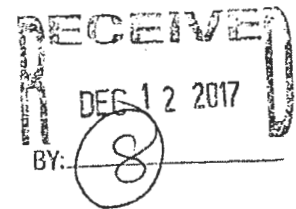
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WASHINGTON, D.C.  
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201 MASSACHUSETTS AVENUE N.E.  
WASHINGTON, D.C. 20002  
(202) 347-1117

December 5, 2017

Hon. Ralph Kreitzman  
Co-Executive Director  
Nassau County Village Officials Association  
P.O. 2312309  
Great Neck, New York 11023



Re: State Lobbying Retainer

Dear Mr. Kreitzman:

This letter shall serve as a formal retainer agreement between Nassau County Village Officials Association (NCVOA) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for NCVOA. Specifically, DHC will represent NCVOA before the Office of the Governor, New York State Legislature and state administrative agencies.

The term of this agreement shall be January 1, 2018 up to and including December 31, 2018. For its professional services DHC shall be paid at a rate of \$30,000, payable in monthly installments of \$2,500. Expenses and disbursements related to our representation will be billed separately, with a \$3,500 per annum cap. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

NCVOA acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

In order for us to file this 2018 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you for the confidence you continue to show in our firm.

Sincerely,

Stephen A. Malito  
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Nassau County Village Officials Association

Ralph Kreitzman, Co-Executive Director

12-12-2017  
Date



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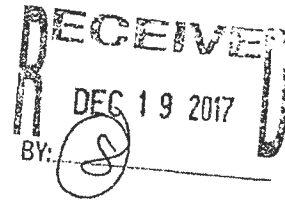
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1211 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036  
(202) 347-1117

November 21, 2017

Mr. John Gutleber  
CEO  
Castagna Realty  
2110 Northern Blvd.  
Suite 201  
Manhasset, NY 11030



Re: State Lobbying Retainer

Dear Mr. Gutleber:

This letter shall serve as a formal retainer agreement between Castagna Realty (Castagna) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for Castagna. Specifically, DHC will represent Castagna Realty before the Office of the Governor, New York State Legislature and state administrative agencies.

The term of this agreement shall be January 1, 2018 up to and including December 31, 2018. For its professional services DHC shall be paid at a rate of \$60,000, payable in monthly installments of \$5,000. Expenses and disbursements related to our representation will be billed separately. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

Castagna acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

In order for us to file this 2018 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you for the confidence you continue to show in our firm.

Sincerely,

Stephen A. Malito  
Chair, State Government Relations Practice Group

Agreed to and Accepted:

Castagna Realty

  
\_\_\_\_\_  
John Gutleber, CEO

\_\_\_\_\_  
Date 12/19/17



DAVIDOFF HUTCHER & CITRON LLP  
ATTORNEYS AT LAW

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1211 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036  
(202) 347-1117

October 1, 2017

Steven Fivel  
General Counsel  
Syosset Park Development, LLC  
c/o Simon Property Group, Inc.  
225 West Washington Street, 14<sup>th</sup> Floor  
Indianapolis, IN 46204

Re: State Lobbying Retainer

Dear Mr. Fivel:

This letter shall serve as an amendment to the formal retainer agreement between Syosset Park Development, LLC (SPD) and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for SPD. Specifically, DHC will represent SPD before the Office of the Governor, New York State Legislature and state and local administrative agencies.

The term of this agreement shall be October 1, 2017 up to and including December 31, 2018. For its professional services DHC shall be paid in monthly installments of \$5,000 due on the first of each month. Expenses and disbursements related to our representation will be billed separately. Please note this retainer agreement becomes effective when both parties have executed said agreement.

In order for us to file this 2017-2018 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.

Thank you for the confidence you continue to show in our firm.

Sincerely,

Stephen A. Malito  
Chair, State Government Relations Practice Group

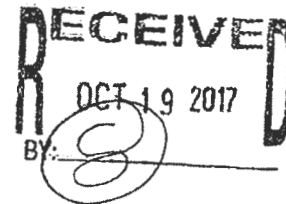
Agreed to and Accepted:

Syosset Park Development, LLC

Steven Fivel, General Counsel

10/16/2017

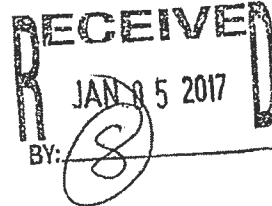
Date





December 1, 2016

Sean Crowley  
Davidoff Hutcher & Citron  
605 Third Avenue  
New York, NY 10158



SUBJECT: STATE LOBBYING AGREEMENT

Dear Mr. Crowley:

RELX Inc. (RELX) hereby retains the services of Davidoff Hutcher & Citron (DHC), to provide lobbying and related services in New York City and New York State during the period beginning January 1, 2017, and ending December 31, 2018, pursuant to the terms of this engagement letter, which includes Schedules 1 and 2 attached hereto. This engagement letter and its incorporated schedules together form the "Agreement" between us. DHC will represent RELX and its businesses before the members, committees and staff of the City Council of the City of New York and the State Legislature, as well as the Executive Branches, and appropriate city and state agencies. Services include, but are not limited to, providing RELX and its businesses with lobbying services, and assistance in furthering RELX's interests in the State. DHC agrees to provide the services described in the Scope of Work, which is attached hereto as Schedule 1 and hereby incorporated.

#### PAYMENT

This Agreement authorizes fees for DHC's services in the amount of US \$168,000.00 for the period beginning January 1, 2017, and ending December 31, 2018. Beginning January 2017, \$7,000.00 will be each month for twenty-four (24) months. No additional fees will be passed on to RELX unless approved in advance in writing by RELX. Payment for services will be made upon submission (in arrears) and acceptance of a monthly, itemized invoice. Payment terms shall be forty-five (45) days from RELX's receipt of each invoice. All invoices shall include a description of the services rendered and a percentage of the time spent on lobbying as defined by the U.S. Internal Revenue Service (IRS)<sup>1</sup>. The invoice shall also list those activities that do not qualify as lobbying as defined by the IRS.

<sup>1</sup>Lobbying, as defined by the United States IRS is limited to:

- Influencing legislation;
- Influencing the general public, or segments thereof, with respect to elections, legislative matters or referendums; or
- Participation in, or intervention in, any political campaign on behalf of (or in opposition to) any candidate for public office.

RELX Inc. T: 202 857 9112  
1150 18<sup>th</sup> Street, NW, Suite 600 F: 202 857 8294  
Washington, DC 20036  
USA www.relx.com

#### TERMINATION

RELX may terminate this Agreement with thirty (30) days prior written notice. In such event, DHC will present RELX with a final invoice with the monthly fee pro-rated for the final month, if the effective date of termination is not the last day of the month.

#### LOBBYING REPORTING AND DISCLOSURES

DHC shall file lobbying reports and disclosures of this representation as required by law and shall coordinate such filing in advance with RELX. DHC agrees to provide RELX Government Affairs with copies of all lobbying reports and disclosures no later than ten (10) business days after RELX's request.

#### INDEPENDENT CONTRACTOR

At all times in the performance of this Agreement, DHC will act as an independent contractor. DHC will employ staff to fulfill the terms of this Agreement, have exclusive supervision, management and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by RELX under this Agreement. DHC will have no authority to act in the name of or to incur any obligation binding on RELX. As an independent contractor, none of DHC, its agents, subcontractors and their respective employees shall be eligible to receive any benefits, rights or privileges provided to RELX employees. DHC shall be solely responsible for payment of all taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by RELX to DHC hereunder and any amounts paid by DHC to its employees. DHC shall indemnify and hold RELX harmless against any claim or liability (including penalties) resulting from failure of DHC to pay such taxes or contributions, or failure of DHC to file any such forms.

#### CONFLICT OF INTEREST

It is RELX's understanding that the Client List (which is attached hereto as Schedule 2 and hereby incorporated) represents the entire list of lobbying clients represented by DHC as of the date of this Agreement. DHC agrees to provide RELX with an updated Client List within 10 days of the acceptance of each new lobbying client. If a potential conflict may exist between the interests of RELX and those of any other client represented by DHC, DHC agrees to promptly bring this condition to the attention of RELX. Further, DHC agrees to work in good faith with RELX to develop a solution to this potential conflict in a timely manner. Notwithstanding the foregoing, if RELX determines, in its sole discretion, that such conflict or potential conflict cannot be resolved to RELX's satisfaction, or DHC fails or refuses to take the actions required to resolve such conflict or potential conflict to the satisfaction of RELX, RELX may terminate this Agreement with immediate effect by written notice to DHC. RELX's sole



remedy in the event of any such unresolved conflict shall be the immediate termination of DHC's engagement.

#### COMPLIANCE WITH LAWS

DHC shall at all times during the term comply with (i) all Applicable Laws relevant to its duties, obligations and performance under this Agreement, including Applicable Laws concerning bribery, including commercial bribery, corruption and related matters; and (ii) the Code (as defined below). DHC acknowledges that RELX's parent company has a principal place of business in the United Kingdom, and that English, United States, and other international anti-bribery laws and regulations regulate RELX's activities.

Save for Permitted Expenses (as defined below), DHC shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, directly or indirectly: (i) to any commercial contact in connection with RELX's business; or (ii) to any Official (as defined below) in connection with either obtaining a business advantage for RELX or improperly performing any function; in either case even if such an act is permitted under local law. DHC represents and warrants that no such commercial contact or any Official holds any financial interest in DHC, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in advance to RELX. DHC shall not accept any financial or other advantage from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of RELX. DHC shall promptly report any apparent breach of the preceding clauses in this paragraph to RELX. DHC shall (i) maintain accurate and complete records of all expenditures related to its performance of this Agreement and make such records available to RELX and/or any person authorized by RELX on reasonable notice; (ii) answer, in reasonable detail, any written or oral enquiry from RELX related to DHC's compliance with this paragraph; and (iii) facilitate the interview of staff employed by DHC (or any agent of DHC) at any reasonable time specified by RELX related to DHC's compliance with this paragraph.

For purposes of the preceding paragraphs, "Applicable Laws" means all applicable laws, ordinances, codes, regulations, standards and judicial or administrative orders, including, but not limited to, those of the United States and the United Kingdom; "the Code" means the RELX Code of Conduct for Suppliers, which is available at <http://www.elsevier.com/corporateresponsibility/policies/Pages/Home.aspx>;

"Official" means any (i) official or employee of any government or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and "Permitted Expenses" means reasonable and bona fide travel, lodging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. RELX shall have the right to terminate this Agreement on no notice, without liability, for breach of any provisions of this Section.

#### REPRESENTATION

RELX will be represented during this Agreement by Ms. Kia Floyd, Director, State Government Affairs, Northeast Region. All correspondence should be directed to Ms. Floyd. In the event that Ms. Floyd is unavailable, RELX will be represented by Mr. Jon Burton, Managing Director, State Government Affairs. Any invoices and lobbying registration documents should be sent to Mr. Burton. At Mr. Burton's request, such invoices and documents shall be sent via email.

It is RELX's understanding that Mr. Sean Crowley will be the primary person who will perform these services for DHC. Mr. Crowley's personal services are of the essence of this Agreement, and RELX is not required to accept any substitute. If Mr. Crowley should cease to be available or cease to perform such services, DHC shall notify RELX immediately, at which time this Agreement becomes subject to immediate termination by RELX. Further, neither this Agreement nor any of its rights and obligations hereunder may be assigned by DHC, by operation of law otherwise, and the services may not be subcontracted.

#### CONFIDENTIALITY

DHC shall keep confidential all proprietary trade secrets, or confidential business information of RELX or its affiliates which are communicated to DHC or of which DHC becomes aware in the performance of this Agreement, including but not limited to data relating to RELX's operations and the terms of this Agreement, using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care. DHC may use RELX's confidential information solely for the purpose of performing its obligations under this Agreement. DHC will disclose the existence of its relationship with RELX only as required by law, as reasonably necessary in the course of performing services for RELX under this Agreement, or as RELX approves in writing. In this regard, pursuant to the requirements of the New York State and New York City law, DHC may be required to register its representation of RELX with the New York State Joint Commission on Ethics and/or the Clerk of the City of New York and, in connection with such registration, file a copy of this agreement.

If DHC is requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any RELX confidential information, DHC shall provide RELX with prompt notice of such request(s) (if permitted by law) so that RELX may seek an appropriate

Davidoff Hutcher & Citron  
December 1, 2016  
Page 5 of 9

protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If such protective order or other remedy is not obtained, or if RELX grants a waiver hereunder, DHC may furnish that portion (and only that portion) of the confidential information which DHC is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the confidential information so furnished.

#### INTEGRATION CLAUSE

This Agreement represents the entire contract between the parties on this subject. There are no oral or written promises, terms, or conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. It may be amended only by a writing signed by both parties.

#### INDEMNIFICATION

By signing this Agreement, DHC agrees to defend, indemnify, and hold harmless RELX against all claims or liability related in any manner to its services arising from its negligent acts or omissions or willful misconduct. DHC further agrees that it will fully assist RELX with any defense (such participation to be at the expense of DHC) and reimburse RELX for any expenses RELX incurs in defense against such claims or liability, including without limitation its reasonable attorneys fees and other costs, and that, upon a request by RELX, it will permit RELX to select its own counsel for RELX's defense.


#### GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, excluding to the maximum extent its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. Each party hereby submits themselves to the jurisdiction and venue of any appropriate court in the Borough of Manhattan and State of New York to resolve any and all disputes hereunder.

Davidoff Hutcher & Citron  
December 1, 2016  
Page 6 of 9

If the terms of this Agreement meet with your approval, please sign both copies of the Agreement, retain one copy for your files, and return the signed copy to me. Your signature on this Agreement certifies that you are authorized to act on behalf of DHC and to bind DHC to the terms and conditions stated herein.

Sincerely,



John Lepore  
Head of Global Government Affairs  
RELX Inc.

ACCEPTED:  
Davidoff Hutcher & Citron

By:

  
Sean Crowley

12/20/2016  
Date

Attachments:  
Schedule 1: Scope of Work  
Schedule 2: Client List



DAVIDOFF HUTCHER & CITRON LLP

GOVERNMENT RELATIONS

150 STATE STREET, 5TH FLOOR  
ALBANY, NEW YORK 12207

TEL: (518) 465-8230

FAX: (518) 465-8650

WWW.DHCLEGAL.COM

FIRM OFFICES

NEW YORK  
ATTORNEYS AT LAW  
605 THIRD AVENUE  
NEW YORK, NY 10158  
(212) 557-7200

GARDEN CITY  
ATTORNEYS AT LAW  
200 GARDEN CITY PLAZA  
GARDEN CITY, NY 11530  
(516) 246-6400

WASHINGTON, D.C.  
GOVERNMENT RELATIONS  
201 MASSACHUSETTS AVENUE N.E.  
WASHINGTON, D.C. 20002  
(202) 347-1117

January 1, 2018

Anita Dowd-Neufeld, MA  
Chief Administrative Officer  
Family Residences and Essential Enterprises, Inc. (FREE) Network  
191 Bethpage Sweet Hollow Road  
Old Bethpage, New York 11804

Re: City/State/Federal/Local Lobbying Retainer

Dear Ms. Dowd-Neufeld:

This letter shall serve as a formal retainer agreement between Family Residences and Essential Enterprises, Inc. (FREE) Network and Davidoff Hutcher & Citron, LLP (DHC) for DHC to provide government relations and lobbying services for FREE. Specifically, DHC will represent FREE before the State of New York, the City of New York, the federal government and the counties of Nassau and Suffolk.

The term of this agreement shall be January 1, 2018 up to and including December 31, 2018. For its professional services DHC shall be paid \$54,000 payable in monthly installments of \$4,500. Expenses and disbursements related to our representation will be billed separately, not to exceed \$3,000 per annum without FREE's approval. Please note this retainer agreement becomes effective when both parties have executed said agreement. Either party to this retainer agreement may cancel said agreement at any time upon giving 30 days written notice to the other party.

FREE acknowledges that no one from DHC has made any representations as to the likelihood of success regarding matters undertaken under this retainer. It is further acknowledged that fees payable to DHC cannot be and are not contingent upon the favorable actions of any government official, the adoption of any law, rule or regulation or the granting of any license or permit. In addition, legal services are not included in this retainer. Any legal services provided by DHC will be billed under a separate, formal legal retainer agreement.

Please be advised that pursuant to the requirements of the New York City Administrative Code, in the event we are required to perform services for you that are deemed lobbying under the Code, then information regarding our engagement under this retainer agreement, and a copy of this retainer may be registered with the New York City Clerk as a lobbying matter. In addition, State law requires the filing of a lobbyist registration form with the New York State Joint Commission on Public Ethics for many matters which New York City registration is required.

In order for us to file this 2018 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics, we ask that you sign and return a copy to us via email or regular mail.



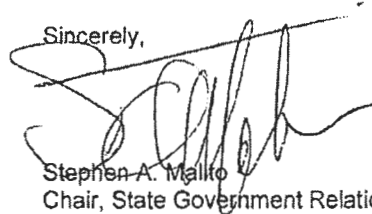
DAVIDOFF HUTCHER & CITRON LLP

January 1, 2018

Page 2

Thank you for your confidence in our firm.

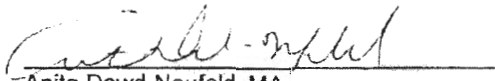
Sincerely,



Stephen A. Malto  
Chair, State Government Relations Practice Group

**Agreed to and Accepted:**

Family Residences and Essential Enterprises, Inc. (FREE) Network

  
\_\_\_\_\_  
Anita Dowd-Neufeld, MA  
Chief Administrative Officer

1-10-18  
\_\_\_\_\_  
Date





# DAVIDOFF HUTCHER & GIRON LLP

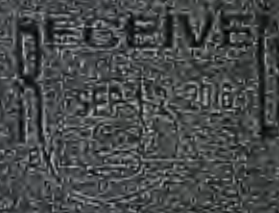
ATTORNEYS AT LAW  
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NEW YORK, NEW YORK 10158

TEL (212) 557-7200  
FAX (212) 557-1834  
WWW.DHGCP.COM

WASHINGTON DC  
SPRINGFIELD MA  
CONNECTICUT  
WASHINGTON DC

100 WALL STREET  
NEW YORK, NY 10038

August 27th, 2016



Dear Mr. [Name],  
North Shore Board of Education  
100 Wall Street  
New York, NY 10038

Re: Government Affairs Retainer - 2016 - 2017

Dear Mr. [Name]:

Enclosed you will receive an amended to bid agreement for a consulting agreement dated August 26th, 2016 (enclosed) which is attached hereto for Davidoff, Hutcher & Giron LLP (DHG) to provide for the legal and government relations services to the North Shore Board of Education (North Shore).

The provisions and requirements of the August 26th, 2016 amended agreement will remain in effect until the expiration of the amount of the amount due DHG and the monthly retainer of DHG for a period of 12 months and thereafter with such expenses being capped at \$2,500.00 per year.

The terms of the amended agreement shall be subject to the terms and conditions set forth in the DHG Fee Schedule attached hereto (enclosed) and shall be subject to the terms and conditions set forth in the DHG Fee Schedule attached hereto (enclosed). The parties shall continue to be bound by the terms and conditions set forth in the DHG Fee Schedule attached hereto (enclosed) and shall be bound by the terms and conditions set forth in the DHG Fee Schedule attached hereto (enclosed).

If you have any questions, please contact [Name] at [Phone Number] or [Email Address].

Sincerely,

[Signature]

[Handwritten Signature]

Davidoff, Hutcher & Giron LLP  
605 Third Avenue  
New York, NY 10158  
Tel: (212) 557-7200  
Fax: (212) 557-1834  
www.dhgcp.com





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WRITER'S DIRECT: (646) 428-3206  
E-MAIL: cc@dhclegal.com

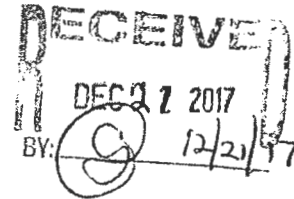
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WASHINGTON, D.C.  
GOVERNMENT RELATIONS  
1211 CONNECTICUT AVENUE, N.W.  
WASHINGTON, D.C. 20036  
(202) 347-1117

December 18, 2017

VIA ELECTRONIC MAIL: avournou@avcmg.net

Mr. Antonios Vournou  
A. Vournou Construction Management Group LLC  
6500 Jericho Turnpike  
Syosset, New York 11791

Re: Retainer Agreement



Dear Mr. Vournou:

This letter, when signed by you and returned to us, shall serve as the retainer for this firm to represent A. Vournou Construction Management Group LLC, beginning January 1, 2018 until December 31, 2018, in connection with various branches of New York State and New York City's government.

You acknowledge that neither the law firm nor anyone associated with it has made any representations to you concerning the potential success or failure of the matters to be undertaken by the law firm on your behalf.

In consideration of these services, we agree to accept, as and for our fees in this matter, a sum of Two Thousand Five Hundred (\$2,500.00) Dollars per month (the "Monthly Fee"). The first payment of which is due upon the execution of this retainer and thereafter on the 1<sup>st</sup> of each month.

In addition to the firm's fees, during the course of our representation, costs may be incurred for which you will be responsible. These costs include items such as Federal Express and similar fees, filing fees and travel costs. You will be billed separately for all costs incurred on your behalf.

The State of New York has recently adopted a Fee Dispute Resolution Program that provides for informal and expeditious resolution of fee disputes between attorneys and clients. Among other things, that program permits a client under some circumstances to demand that a

fee disputed be arbitrated. We will provide the necessary information concerning this program in the event of a dispute concerning our fee, or at your request.

Pursuant to the provisions of the New York City Administrative Code ("Administrative Code") and the laws of the State of New York ("State Laws"), certain of the tasks to be undertaken by the firm pursuant to this retainer agreement may be deemed to be "lobbying activities" and require registration with, respectively the New York City Clerk and the New York State Joint Commission On Public Ethics. The lobbying laws also require the periodic reporting of lobbying activities as well as the compensation received and expenses incurred in connection with such activities. The law also requires that you, as the client, shall file an annual report concerning the fees and expenses paid to the firm. To the extent registration is required you agree to fully cooperate with respect to all requirements of the Administrative Code and the State Laws as set forth below.

New York State filing reports as follows: New York State Joint Commission on Public Ethics; Semi-annual report must be filed by July 15<sup>th</sup> of the current year AND by the 15<sup>th</sup> day of January of the following year. The New York City Clerk requires a client annual due in January of the following year. Our office will be sending out a letter(s) reminding you of these deadlines and will assist you with these filings.

The City Clerk's procedures for registration require that clients enroll in the City's on-line lobbyist registration system. You agree that you will comply with this client enrollment requirement within five days of receiving notification from the firm. Your failure to fulfill this enrollment obligation will prevent the firm from fulfilling our registration obligation in violation of law, and, therefore, we cannot undertake any activities under this retainer agreement that are defined as lobbying until the enrollment and registration requirements are met. We will assist you with respect to fulfilling your enrollment obligation as well as satisfying your annual reporting requirements.

In order for us to file this 2017 retainer agreement in a timely fashion with the New York State Joint Commission on Public Ethics and New York City Clerk, we ask that you sign and return a copy to us via email or regular mail.

In the event that it becomes necessary to file an action to recover the fees and costs set forth in this agreement, you agree that the Court shall award the prevailing party in such action reasonable attorneys' fees and costs. In connection therewith, we reserve the right to file an action on our own behalf, and the Court may award to us reasonable attorneys' fees and costs based upon the performance of legal services on our own behalf.

It is understood that our firm will diligently and faithfully attempt to pursue and prosecute your matter to the best of our abilities and in your best interest. You understand that we in no way guarantee any result or outcome regarding the subject matter of this retainer

DAVIDOFF HUTCHER & CITRON LLP  
Mr. Antonios Vournou  
December 18, 2017  
Page 3

agreement and have made no promises, express or implied, as to the eventual outcome of our representation.

If the foregoing constitutes our entire understanding, please sign this retainer agreement where indicated so that we will have a mutual memorandum of our understanding and return it to us. The copy is for your records.

This retainer can be cancelled upon thirty (30) days written notice by either party.

Very truly yours,



Charles Capetanakis

CC:rf  
Enclosure

AGREED TO AND ACCEPED THIS  
\_\_\_\_ DAY OF DECEMBER, 2017

A. Vournou Construction Management Group LLC

By: \_\_\_\_\_

Antonios Vournou